

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **THE VILLAGE PROJECT, INC.** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: mental health outreach and counseling services for Monterey County African Americans and other unserved/underserved racial and ethnic group members and their families.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
7. CONTRACTOR loses its licensure or certification;
8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
9. Breach by CONTRACTOR of any confidentiality obligation;
10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSP"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

VIII. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. REVENUE AND EXPENDITURE REPORT

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Revenue and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Revenue and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

- A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
 - 1. State Cost Report.
 - 2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
 - 3. Annual Report(s), as applicable and required by the COUNTY.
 - 4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this

Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Amie Miller, Psy. D., MFT
Behavioral Health Director
1270 Natividad Road
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

Melvin T. Mason, LCSW
Executive Director
P.O. Box 127
1069 Broadway, Suites 200 & 201
Seaside, CA 93955
(831) 392-1500

**EXHIBIT A:
PROGRAM DESCRIPTION**

**PROGRAM DESCRIPTION
Medi-Cal "Test" Year
Fiscal Year 2016 – 2017
(October 1, 2016 – June 30, 2017)**

I. IDENTIFICATION OF PROVIDER

The Village Project, Inc.
1069 Broadway, Suites 200 and 201
P. O. Box 127
Seaside, CA 93955

II. PROGRAM NARATIVE

This program began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community based organizations providing mental health services to ensure that services are culturally competent.

During Fiscal Year (FY) 2016-17 (October 1, 2016-June 30, 2017), The Village Project will provide Outreach and Engagement and mental health services, and AB 109 Services. FY 2016-17 will be considered a test period whereby Monterey County Behavioral Health (MCBH) will work with The Village Project, Inc. in building its organizational capacity to become a Medi-Cal service provider of mental health services as described in the Program Description. After the conclusion of FY 2016-17 (October 1, 2016-June 30, 2017), CONTRACTOR will begin invoicing MCBH by July 1, 2017 for Medi-Cal services.

During the test period, by March 31, 2017, CONTRACTOR and MCBH will assess CONTRACTOR'S readiness for Medi-Cal billing for the 2017-18 fiscal year. If it is anticipated the CONTRACTOR will be unable to provide the FY 2017-18 level of Medi-Cal Outpatient Mental Health Services as included in this Agreement, FY 2017-18 will be re-negotiated in accordance with the outcome of the assessment and services will be adjusted to meet mutually acceptable objectives.

III. PROGRAM DESCRIPTION

Program 1:

Outreach and Engagement and Mental Health Services

*The Village Project, Inc.
Mental Health Services Agreement
October 1, 2016 - June 30, 2019*

✓ • **Quarter 2 (October 1 – December 31, 2016)**

During Quarter 2, CONTRACTOR'S clinical staff and interns/trainees shall attend all Avatar and documentation trainings offered by MCBH, and review clinical and documentation online training materials so that all staff is prepared to provide and document clinical services in Avatar based on Medi-Cal standards. When possible MCBH will provide in person training to TVP staff and interns/trainees related to Medi-Cal standards and regulations, documentation, and/or the use of Avatar.

• **Quarter 3 (January 1 – March 31, 2017)**

By the end of Quarter 3, CONTRACTOR shall have documented in Avatar and provided mental health services to a minimum of nineteen (19) new clients, and determine Medi-Cal eligibility on all clients.

• **Quarter 4 (April 1 – June 30, 2017)**

Beginning of Quarter 4, CONTRACTOR shall provide approximately thirty (30) hours a week of therapeutic services to clients who meet medical necessity and document in Avatar according to medical necessity criteria.

40 hrs
= 75%
productive

By the end of Quarter 4, CONTRACTOR shall assure at least a total of twenty-seven to thirty-four (27- 34) clients served during FY 2016-17 meet Medi-Cal eligibility and moderate to severe medical necessity criteria in accordance with State mental health regulations. CONTRACTOR shall continue to provide approximately thirty (30) hours a week of therapeutic services to clients who meet medical necessity and document in Avatar according to medical necessity criteria.

Goal 3: CONTRACTOR shall provide therapeutic services to approximately thirty to thirty-eight (30-38) unserved/underserved Monterey County residents and their families. During the "Test" year (October 1, 2016- June 30, 2017) CONTRACTOR may continue to serve mild clients under MHSA PEI. After the "Test" year, services will be limited to individuals who meet moderate to severe medical necessity in accordance with State mental health regulations.

1. CONTRACTOR will receive referrals from MCBH with the primary focus of such referrals being African American clients, and from the community. Referrals from MCBH will include release of information consents, full psychosocial assessment and diagnosis. Referrals from the community will require completion of applicable consents and acknowledgement forms along with the full psychosocial assessment by CONTRACTOR.
2. All referrals made to CONTRACTOR for services shall be contacted by CONTRACTOR within five (5) business days after receipt of each referral and offered an appointment within ten (10) business days of date of referral, or, in the event of a waiting list, interim services will be offered which may include groups and check in phone calls. CONTRACTOR shall follow the client no show protocol agreed upon with the COUNTY, and will notify COUNTY when there is no client engagement after 30 days.

D. Population of Focus Description/Characteristics

The primary population of focus is the unserved/underserved African American population of Monterey County in need of mental health services but who have experienced barriers to access or utilization of services within the public mental health care system. The population of focus includes other unserved populations, including low income population who reside in the most poverty impacted areas within the County, especially on the Monterey Peninsula. CONTRACTOR'S focus population encompasses all ages and racial/ethnic groups, and includes at risk school age students, adolescents at risk of legal detention, parents facing abuse and unemployment, and senior members of the family facing homelessness and depression, among others.

E. Service Delivery Site

The primary service delivery site for the provision of mental health services is 1069 Broadway Avenue, Suites 200 and 201, Seaside, California. Services will also be provided in schools within the County, in private clinicians' offices, and in offices with other community based agencies, not to exceed twenty (20) hours/week at these satellite sites. Outreach and Engagement activities will be provided in locations that reach the population of focus.

F. Reporting Requirements

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention and Early Intervention Coordinator, on a quarterly basis, demographic data for each service provided, as well as the program outcomes identified in the "Logic Model" document as required by the PEI regulations. The "Logic Model" document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and County, as part of the PEI Program Evaluation Report process.

Program 2:

AB 109 Services

A. Program Objective

To assist individuals recently released from State prison to access and receive culturally competent mental health services.

B. Scope of Work

1. CONTRACTOR shall provide mental health counseling services to individuals recently released from State prison who are returning to the community.
2. CONTRACTOR shall provide mental health services to address issues such as mental health issues, family reunification, substance abuse, employability, etc. to support individuals to avoid recidivism.
3. CONTRACTOR shall document and maintain client records in Avatar.

PROGRAM DESCRIPTION

Fiscal Year 2017 -2018

(July 1, 2017 – June 30, 2018)

I. IDENTIFICATION OF PROVIDER

The Village Project, Inc.
1069 Broadway, Suites 200 and 201
P. O. Box 127
Seaside, CA 93955

II. PROGRAM NARATIVE

This program began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community based organizations providing mental health services to ensure that services are culturally competent.

During Fiscal Year (FY) 2017-18, The Village Project will provide Outreach and Engagement Services, AB 109 Services, and Outpatient Mental Health Services. Beginning July 1, 2017 The Village Project will start invoicing Monterey County Behavioral Health (MCBH) for Medi-Cal services.

III. PROGRAM DESCRIPTION

Program 1:

Outreach and Engagement

A. Program Objectives

1. To assist clients to engage with community-based organizations and partner with other agencies to reduce/eliminate disparities that prevent timely access to adequate and effective mental health treatment for African American individuals and other unserved/underserved racial and ethnic groups and/or their family members due to language, cultural and other barriers.
2. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness, or seeking mental health services.

B. Scope of Work

1. CONTRACTOR shall conduct outreach and engagement activities in intervals that support the CONTRACTOR'S outreach goals to increase mental health awareness and timely access to mental health services. The minimum number of outreach

Program 2:

AB 109 Services

A. Program Objective

To assist individuals recently released from State prison to access and receive culturally competent mental health services.

B. Scope of Work

1. CONTRACTOR shall provide mental health counseling services to individuals recently released from State prison who are returning to the community.
2. CONTRACTOR shall provide mental health services to address issues such as mental health issues, family reunification, substance abuse, employability, etc. to support individuals to avoid recidivism.
3. CONTRACTOR shall document and maintain client records in Avatar.
4. CONTRACTOR shall function in collaboration with MCBH and other partners.

C. Treatment Services

1. Contracted estimated Units of Service (minutes) by Modes of Service and Service Function Codes:

Service	Mode of Service	Service Function Code	FY 2017-18 Total Est. Units
Case Management	15	01	3,402
Assessment & Evaluation	15	30	14,973
Individual Therapy	15	40	
Collateral	15	10	
Mental Health Rehab	15	45	
Plan Development	15	45	
Group Therapy	15	50	2,832

2. Service Delivery Sites:

The primary service delivery site is located at 1069 Broadway Avenue, Suite 200 and 201, Seaside, California. Services will also be provided in private clinicians' offices, and in offices with other community based agencies, not to exceed twenty (20) hours/week at these satellite sites.

D. Population of focus

For the AB 109 Program, all referrals are made by the Behavioral Health Forensic Team.

E. Reporting Requirements

CONTRACTOR will be required to report outcome data regularly to COUNTY according to the requirements as set forth by DHCS. COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

8. All services will be provided in the beneficiary's preferred language. Friends or family members of the client will not be expected to provide translation services.
9. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
10. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
11. CONTRACTOR shall emphasize short-term outcome-oriented Cognitive Behavioral Therapy approach or client centered therapy that may include Community Defined Practices. Contractor will document in Avatar the evidence based practice or Community Defined Practice used.
12. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other legal or human service agencies involved in the services provided; and will provide clinical updates to the treating psychiatrist for clients on medication.
13. CONTRACTOR shall document and maintain client records in Avatar.
14. CONTRACTOR shall assure client charts are in compliance with County and DHCS documentation standards and entered in the Electronic Medical Record within 72 hours for care coordination.

C. Treatment Services

1. Contracted estimated Units of Service (minutes) by Modes of Service and Service Function Codes:

Service	Mode of Service	Service Function Code	FY 2017-18		
			Medical Est. Units	Non Medi-Cal Est. Units	Total Est. Units
Case Management	15	01	41,472	4,608	46,080
Assessment & Evaluation	15	30	67,392	7,488	74,880
Individual Therapy	15	40			
Collateral	15	10			
Mental Health Rehab	15	45			
Plan Development	15	45	18,144	2,016	20,160
Group Therapy	15	50			

2. Service Delivery Sites:
1069 Broadway Avenue, Suite 201 Seaside, California 93955

D. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other historically unserved/underserved racial, ethnic and socio-economic groups who are Medi-Cal beneficiaries and/or Medi-Cal eligible and meet moderate to severe medical necessity criteria in accordance with State mental health regulations. It is anticipated

PROGRAM DESCRIPTION

Fiscal Year 2018 - 2019

(July 1, 2018 – June 30, 2019)

I. IDENTIFICATION OF PROVIDER

The Village Project, Inc.
1069 Broadway, Suites 200 and 201
P. O. Box 127
Seaside, CA 93955

II. PROGRAM NARATIVE

This program began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community based organizations providing mental health services to ensure that services are culturally competent.

During Fiscal Year (FY) 2018-19, The Village Project will provide Outreach and Engagement Services, AB 109 Services, and Outpatient Mental Health Services. The Village Project will continue to invoice Monterey County Behavioral Health (MCBH) for Medi-Cal services provided during FY 2018-19.

III. PROGRAM DESCRIPTION

Program 1:

Outreach and Engagement

A. Program Objectives

1. To assist clients to engage with community-based organizations and partner with other agencies to reduce/eliminate disparities that prevent timely access to adequate and effective mental health treatment for African American individuals and other unserved/underserved racial and ethnic groups and/or their family members due to language, cultural and other barriers.
2. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness, or seeking mental health services.

B. Scope of Work

1. CONTRACTOR shall conduct outreach and engagement activities in intervals that support the CONTRACTOR'S outreach goals to increase mental health awareness and timely access to mental health services. The minimum number of outreach activities provided during FY 2018-19 will be determined by evaluating the prior FY

B. Scope of Work

1. CONTRACTOR shall provide mental health counseling services to individuals recently released from State prison who are returning to the community.
2. CONTRACTOR shall provide mental health services to address issues such as mental health issues, family reunification, substance abuse, employability, etc. to support individuals to avoid recidivism.
3. CONTRACTOR shall document and maintain client records in Avatar.
4. CONTRACTOR shall function in collaboration with MCBH and other partners.

C. Treatment Services

1. Contracted Estimated Units of Service (minutes) by Modes of Service and Service Function Codes:

Service	Mode of Service	Service Function Code	FY 2018-19 Total Est. Units
Case Management	15	01	3,402
Assessment & Evaluation	15	30	14,973
Individual Therapy	15	40	
Collateral	15	10	
Mental Health Rehab	15	45	
Plan Development	15	45	
Group Therapy	15	50	2,832

2. Service Delivery Sites:

The primary service delivery site is located at 1069 Broadway Avenue, Suite 200 and 201, Seaside, California. Services will also be provided in private clinicians' offices, and in offices with other community based agencies, not to exceed twenty (20) hours/week at these satellite sites.

D. Population of focus

For the AB 109 Program, all referrals are made by the Behavioral Health Forensic Team.

E. Reporting Requirements

CONTRACTOR will be required to report outcome data regularly to COUNTY according to the requirements as set forth by DHCS. COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

Program 3:

Outpatient Mental Health Services

A. Program Objectives

10. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
11. CONTRACTOR shall emphasize short-term outcome-oriented Cognitive Behavioral Therapy approach or client centered therapy that may include Community Defined Practices. Contractor will document in Avatar the evidence based practice or Community Defined Practice used.
12. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other legal or human service agencies involved in the services provided; and will provide clinical updates to the treating psychiatrist for clients on medication.
13. CONTRACTOR shall document and maintain client records in Avatar.
14. CONTRACTOR shall assure client charts are in compliance with County and DHCS documentation standards and entered in the Electronic Medical Record within 72 hours for care coordination.

C. Treatment Services

1. Contracted estimated Units of Service (minutes) by Modes of Service and Service Function Codes:

Service	Mode of Service	Service Function Code	FY 2018-19		
			Medical Est. Units	Non Medi-Cal Est. Units	Total Est. Units
Case Management	15	01	51,840	5,760	57,600
Assessment & Evaluation	15	30	80,352	8,928	89,280
Individual Therapy	15	40			
Collateral	15	10			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Therapy	15	50	23,328	2,592	25,920

2. Service Delivery Sites:
1069 Broadway Avenue, Suite 201 Seaside, California 93955

D. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other historically unserved/underserved racial, ethnic and socio-economic groups who are Medi-Cal beneficiaries and/or Medi-Cal eligible and meet moderate to severe medical necessity criteria in accordance with State mental health regulations. It is anticipated approximately 90% of clients served will be Medi-Cal beneficiaries or be Medi-Cal eligible, and 10% of clients will be Monterey County uninsured residents in need of services.

**EXHIBIT B:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Negotiated and Provisional Rate up to the maximum annual contract amount.

II. PAYMENT RATE

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

PROGRAM 1:

Avatar Program Name/Code: tba

FY 2016-17 (October 1, 2016-June 30, 2017) OUTREACH AND ENGAGEMENT, MENTAL HEALTH SERVICES			
Service	Estimated Number of Individuals Served	Monthly Cash Flow Advance	Total Maximum Agreement Amount FY 2016-17
Outreach and Engagement	A minimum of eight (8) presentations to community groups	\$41,337.66	\$372,039
Mental Health Counseling	30-38 (at least 50% new/ previously unserved clients as documented in Avatar)		

FY 2017-18 OUTREACH AND ENGAGEMENT			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount FY 2017-18
Outreach and Engagement	# Number of presentations to community groups to be determined (TBD)	\$8,333.33	\$100,000

FY 2018-19 OUTREACH AND ENGAGEMENT			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount FY 2018-19
Outreach and Engagement	# Number of presentations to community groups TBD	\$8,333.33	\$100,000

PROGRAM 2:

Avatar Program Name/Code: tba

FY 2016-17 (October 1, 2016- June 30, 2017) AB 109 SERVICES					
Service	Mode of Service	Service Function Code	Rate per Unit	Est. Units	FY Total Amount
Case Management	15	01	\$1.17	2,552	\$2,985.84
Assessment & Evaluation	15	30	\$2.54	11,230	\$28,524.20
Individual Therapy	15	40			
Collateral	15	10			
Mental Health Rehab	15	45			
Plan Development	15	45	\$0.78	2,124	\$1,656.72
Group Therapy	15	50			
Total Maximum Agreement Amount FY 2016-17 (October 1, 2016- June 30, 2017)					\$33,167

*The Village Project, Inc.
Mental Health Services Agreement
October 1, 2016 - June 30, 2019*

FY 2018-19 OUTPATIENT MENTAL HEALTH SERVICES							
Services	Mode of Service	Service Function Code	Rate per unit	Medi-Cal eligible		Non Medi-Cal eligible	
				Est. units	FY Total	Est. units	FY Total
Case Management	15	01	\$1.17	51,840	\$60,652.80	5,760	\$6,739.20
Assessment & Evaluation	15	30	\$2.54	80,352	\$204,094.08	8,928	\$22,677.12
Individual Therapy	15	40					
Collateral	15	10					
Mental Health Rehab	15	45					
Plan Development	15	45	\$0.78	23,328	\$18,195.84	2,592	\$2,021.76
Group Therapy	15	50					
Total Medi-Cal and Non Medi-Cal Maximum Agreement Amount FY 2018-19					\$282,943		\$31,439

SUMMARY OF TOTAL PROGRAM AMOUNT PER FY

Program	FY 2016-2017 (Oct 1, 2016-June 30, 2017)
Program 1: Outreach and Engagement, Mental Health Services	\$372,039
Program 2: AB 109 Services	\$33,167
Total Program Amounts per FY 2016-17 (Oct 1, 2016-June 30, 2017)	\$405,206

Program	FY 2017-2018
Program 1: Outreach and Engagement	\$100,000
Program 2: AB 109 Services	\$44,221
Program 3: Outpatient Mental Health Services	\$259,835
Total Program Amounts per FY 2017-18	\$404,056

Program	FY 2018-2019
Program 1: Outreach and Engagement	\$100,000
Program 2: AB 109 Services	\$44,221
Program 3: Outpatient Mental Health Services	\$314,382
Total Program Amounts per FY 2018-19	\$458,603

III. 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

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. In the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

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

- D. 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.
- 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.

V. 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

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

- 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.

IX. 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.

**EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.




Signature of Authorized Representative

8-29-2016

Date

*The Village Project, Inc.
Mental Health Services Agreement
October 1, 2016 through June 30, 2019*

The Village Project, Inc.

Business Name of Contractor


Name of Authorized Representative (printed)

EXECUTIVE DIRECTOR

Title of Authorized Representative

EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH
MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

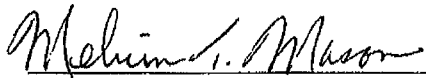
- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.


Signature of Authorized Representative

8-29-2016
Date

The Village Project, Inc.
Contractor (Organization Name)

Melvin T. Mason, LCSW
Name of Authorized Representative (*printed*)

Executive Director
Title of Authorized Representative

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

Fax: (831) 392-1501

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
Attn: Amie Miller, Psy. D. MFT, Behavioral Health Director
Tel: (831) 755-4580

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

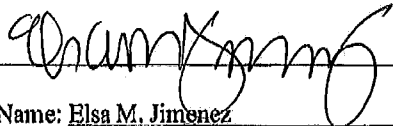
5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

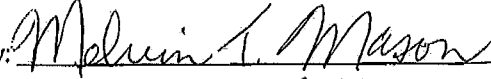
5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF
OF THE HEALTH DEPARTMENT**

**[BUSINESS ASSOCIATE]
THE VILLAGE PROJECT, INC.**

By: 
Print Name: Elsa M. Jimenez

By: 
Print Name: MELVIN T. MASON

Print Title: Director of Health

Print Title: EXECUTIVE DIRECTOR

Date: 10/5/2016

Date: 8-29-2016

BAA- Health Department Revised 12/12/2014

*The Village Project, Inc.
Mental Health Services Agreement
October 1, 2016 through June 30, 2019*

EXHIBIT G: Behavioral Health Cost Reimbursement Invoice

Contractor: The Village Project, Inc.	Invoice Number:
Address Line 1: 1069 Broadway, Suites 200 & 201	County PO No.:
Address Line 2: Mailing: P.O. Box 127, Seaside, CA 93955	Invoice Period:
Tel. No.:	Final Invoice: (Check if Yes) <input type="checkbox"/>
Fax No.:	BH Control Number
Contract Term: July 1, 2017 - June 30, 2019	
BH Division: Mental Health Services	
Funded Program: Program 1: OUTREACH AND ENGAGEMENT	
AVATAR Program:	

Service Description	Rates of Payment - FY 2017-18 and FY 2018-19	Total Annual Contract Amount FY 2017-18	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Outreach and Engagement	Provisional maximum amount per month \$8,333.33 Monthly	\$100,000.00			\$100,000.00	100%
TOTALS		\$100,000.00			\$100,000.00	

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: _____

Behavioral Health Authorization for Payment _____

Authorized Signatory _____ Date _____

*The Village Project, Inc.
Mental Health Services Agreement
October 1, 2016 through June 30, 2019*

EXHIBIT G: Behavioral Health Cost Reimbursement Invoice

Contractor: The Village Project, Inc.
 Invoice Number: _____
 Address Line 1: 1069 Broadway, Suites 200 & 201
 County PO No.: _____
 Address Line 2: Mailing, P.O. Box 127, Seaside, CA 93955
 Invoice Period: _____
 Tel. No.: _____
 Fax No.: _____
 Contract Term: July 1, 2017 - June 30, 2019
 Final Invoice: (Check if Yes)

BH Control Number

BH Division: Mental Health
 Funded Program: Program 3: OUTPATIENT MENTAL HEALTH SERVICES
 AVATAR Program: _____

Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UCS FY 2017-18	UCS Delivered this Period	Total UCS Delivered as of Last Period	UCS Delivered to Date	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Case Management	15	30-34	\$1.17											
Assessment & Evaluation	15	30												
Individual Therapy	15	40												
Collateral	15	10	\$2.64											
Mental Health Rehab	15	45												
Plan Development	15	45												
Group Therapy	15	50	\$0.78											
TOTALS														

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursements 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: _____
 Title: _____

Send to:
 MCHDReimbursement@com.mhvcva.us

Behavioral Health Authorization for Payment
 Authorized Signatory _____
 Date _____

*The Village Project, Inc.
 Mental Health Services Agreement
 October 1, 2016 through June 30, 2019*

EXHIBIT H
(Final)

	Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
22 Legal Services (when required for the administration of the County Programs)			
23 conducted in accordance with the Single Audit Act (OMB Circular A-133)	10,000.00		
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			
25 Rent and Leases - building and improvements			
26 Rent and Leases - equipment			
27 Taxes and assessments	300.00		
28 Marketing	500.00	25,000.00	25,000.00
29 Interest in Other Long-term debts			
30 Other interest and finance charges			
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			
32 Office Furniture		9,600.00	9,600.00
33 Total Program Expenditures	372,039.00	95,000.00	95,000.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35 Salaries and wages (please include personnel and contract administration)			
36 Payroll taxes			
37 Employee benefits			
38 Workers Compensation			
39 or established written policy or associated with County's loss of funding)			
40 Transportation, Travel, Training and Conferences			
41 Data Processing (Computers & Technology)			
42 Utilities (Telephone & Communications)			
43 Cleaning and Janitorial			
44 Insurance and Indemnity			
45 Maintenance and Repairs - Buildings			
46 Maintenance and Repairs - Equipment			
47 Memberships, Subscriptions and Dues			
48 Office Supplies			
49 Postage and Mailing			
50 Legal Services (when required for the administration of the County Programs)			

October 1, 2016-June 30, 2017		MHSA	
TITLE OF POSITION	Annual Salary/Wage	FTE (Fully Time Employee)	Total
Executive Director/Clinical Director	\$63,750.01	100%	100%
Therapist	\$43,915.48	100%	100%
Therapist/Part-time	\$19,234.00	100%	100%
Bookkeeper	\$40,000.00	100%	100%
Administrative Assistnt	\$23,840.00	100%	100%
Office aide/Part-time	\$15,100.00	100%	100%
Volunteer Coordinator	\$40,000.00	100%	100%
Total Salaries and wages	\$245,839.49		

October 1, 2017-June 30, 2019		Outreach & Engagement	
TITLE OF POSITION	Annual Salary/Wage	FTE (Fully Time Employee)	Total
Executive Director/Clinical Director	\$85,000.00	0	0
Therapist	\$57,250.00	0	0
Therapist/Part-time	\$12,500.00	0	0
Bookkeeper	\$52,000.00	0	0
Administrative Assistnt	\$32,000.00	0	0
Office aide/Part-time	\$17,000.00	0	0
Volunteer Coordinator	\$40,000.00	0	0
Outreach & Engagement Coordinator	\$30,000.00	100%	100%
Total Salaries and wages	\$325,750.00		

EXHIBIT H

	Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
25 Rent and Leases - building and improvements			
26 Rent and Leases - equipment			
27 Taxes and assessments			
28 Interest in Bonds			
29 Interest in Other Long-term debts			
30 Other Interest and finance charges			
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			
32 Miscellaneous (please provide details)			
33 Total Program Expenditures	\$33,167.00	\$42,221.00	\$42,221.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35 Salaries and wages (please include personnel and contract administration)			
36 Payroll taxes			
37 Employee benefits			
38 Workers Compensation			
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
40 Transportation, Travel, Training and Conferences			
41 Data Processing (Computers & Technology)			
42 Utilities (Telephone & Communications)			
43 Cleaning and Janitorial			
44 Insurance and Indemnity			
45 Maintenance and Repairs - Buildings			
46 Maintenance and Repairs - Equipment			
47 Memberships, Subscriptions and Dues			
48 Office Supplies			
49 Postage and Mailing			
50 Legal Services (when required for the administration of the County Programs)			
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			
52 Rent and Leases - building and improvements			
53 Rent and Leases - equipment			
54 Taxes and assessments			
55 Interest in Bonds			

EXHIBIT H

The Village Project, Inc.
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health

PROGRAM 3: Outpatient Mental Health Services
Medi-Cal

AVATAR Program(s): _____
Address: _____

		Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
	Estimated Federal Financial Participation (FFP)	\$ -	\$ 233,651.00	\$ 282,943.00
	1991 Realignment	\$ -	\$ 26,984.00	\$ 31,439.00
Total Requested Monterey County Funds				
		\$ -	\$ 259,835.00	\$ 314,382.00
Other Program Revenues				
		\$ -	\$ 236,217.00	\$ 177,670.00
TOTAL PROGRAM REVENUES (equals Allowable Costs)		\$ -		
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.				
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.				
A. Mode Costs (Direct Services)		Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$ 295,750.00	\$ 295,750.00
2	Payroll taxes		\$ 28,200.00	\$ 28,200.00
3	Employee benefits		\$ 40,028.72	\$ 40,028.72
4	Workers Compensation		\$ 7,200.00	\$ 7,200.00
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
6	Temporary Staffing			
7	Flexible Client Spending (please provide supporting documents)			
8	Travel (costs incurred to carry out the program)		\$ 2,000.00	\$ 2,000.00
9	Employee Travel and Conference		\$ 3,000.00	\$ 3,000.00
10	Communication Costs		\$ 9,530.00	\$ 9,530.00
11	Marketing		\$ 3,000.00	\$ 3,000.00
12	Cleaning and Janitorial		\$ 9,800.00	\$ 9,800.00
13	Maintenance and Repairs - Buildings		\$ 3,234.00	\$ 3,234.00
14	Staff Training		\$ 5,500.00	\$ 5,500.00
15	Printing and Publications		\$ 3,500.00	\$ 3,500.00
16	Memberships, Subscriptions and Dues		\$ 1,300.00	\$ 1,300.00
17	Office Supplies		\$ 5,948.30	\$ 5,948.30
18	Postage and Mailing		\$ 2,000.00	\$ 2,000.00
19	Medical Records		\$ 2,500.00	\$ 2,500.00
20	Data Processing		\$ 2,500.00	\$ 2,500.00
21	Insurance and Indemnity		\$ 4,500.00	\$ 4,500.00
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)		\$ 51,460.98	\$ 51,460.98

EXHIBIT H

		Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
57	Total Indirect costs	\$ -	\$ -	\$ -
63	Total Allowable Costs	\$ -	\$ 496,052.00	\$ 496,052.00
COST REPORT INFORMATION:		Budget FY 2016-17	Estimated FY 2017-18	Estimated FY 2018-19
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of \$5000 or more)			
67	Total			

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12660 et seq.

Melvin K. Mason 9-2-2016

Executive Director's Signature

Date

Finance Director's Signature

Date

October 1, 2016-June 30, 2017	MHSA		
TITLE OF POSITION	Annual Salary/Wage	FTE (Fully Time Employee)	Total
Executive Director/Clinical Director	\$63,750.01	100%	100%
Therapist	\$43,915.48	100%	100%
Therapist/Part-time	\$19,234.00	100%	100%
Bookkeeper	\$40,000.00	100%	100%
Administrative Assisnt	\$23,840.00	100%	100%
Office aide/Part-time	\$15,100.00	100%	100%
Volunteer Coordinator	\$40,000.00	100%	100%
Total Salaries and wages	\$245,839.49		

October 1, 2017-June 30, 2019	Medi-CAL		
TITLE OF POSITION	Annual Salary/Wage	FTE (Fully Time Employee)	Total
Executive Director/Clinical Director	\$85,000.00	100%	100%
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Therapist/Part-time	\$12,500.00	50%	50%
Bookkeeper	\$52,000.00	100%	100%
Administrative Assisnt	\$32,000.00	100%	100%
Office aide/Part-time	\$17,000.00	100%	100%
Volunteer Coordinator	\$40,000.00	100%	100%
Outreach & Engagement Coordinator	\$30,000.00	0%	0%
Total Salaries and wages	\$325,750.00		

CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. AUDIT(S) AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report within which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

III. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
 2. deducted from future claims over a period not to exceed six (6) months;
 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.