

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
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 **SIERRA MENTAL WELLNESS GROUP** (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.

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Mental Health Services Agreement A-16618 effective October 1, 2023 (the “Prior Agreement”). The parties wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as of the Effective Date of this Agreement, COUNTY and CONTRACTOR agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force or effect.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

**A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)**

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

**B. BENEFICIARY OR CLIENT**

“Beneficiary” or “client” mean the individual(s) receiving services.

**C. DHCS**

“DHCS” means the California Department of Health Care Services.

## **II. 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: provide field-response dispatch services and community-based behavioral health crisis response, triage, and stabilization services to individuals and families who are experiencing an acute behavioral health crisis.

## **III. 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

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT H: BUDGET AND EXPENDITURE REPORT

EXHIBIT I: AUDITS AND AUDIT APPEALS

## **IV. PAYMENT BY COUNTY**

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

## **V. TERM AND TERMINATION**

A. Term. This Agreement shall be effective January 2, 2025 and shall remain in effect until June 30, 2026

- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, 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.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and
5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

**VI. 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 Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, 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.

## **VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### **A. ICD-10**

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.
3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

## **VIII. PROGRAM INTEGRITY**

### **A. GENERAL**

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

### **B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS**

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.
4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:
  - a. Any limitations or inability that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
  - b. A history of loss of license or felony convictions;
  - c. A history of loss or limitation of privileges or disciplinary activity;
  - d. A lack of present illegal drug use; and
  - e. The application’s accuracy and completeness
5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.
6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY’s Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.
7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY’s uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))
2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of

one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

## **IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness 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 ("CSI"). Units of time reporting 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.

## **X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS**

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and

supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

**D. Exclusion from Participation in Federal Health Care Program or State Equivalent.**

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
  - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its 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>.

**XI. 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.
- C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
- D. Continuity of Care



CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.
3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:
  - a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
  - b. They consider the needs of the clients;
  - c. They are adopted in consultation with contracting health care professionals; and
  - d. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the “Ordering, Referring and Prescribing” (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

#### H. Physician Incentive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

#### I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
  - a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR’s investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

#### J. Client Informing Materials

##### 1. Basic Information Requirements

- a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

- c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
- d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
- e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
  - i. The format is readily accessible;
  - ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
  - iii. The information is provided in an electronic form which can be electronically retained and printed;
  - iv. The information is consistent with the content and language requirements of this agreement;
  - v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

## 2. Language and Format

- a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
- b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
- c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
  - i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
- d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

- e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

### 3. Beneficiary Informing Materials

- a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:
  - i. Guide to Medi-Cal Mental Health Services
  - ii. COUNTY Beneficiary Handbook (BHIN 22-060)
  - iii. Provider Directory
  - iv. Advance Health Care Directive Form (required for adult clients only)
  - v. Notice of Language Assistance Services available upon request at no cost to the client
  - vi. Language Taglines
  - vii. Grievance/Appeal Process and Form
  - viii. Notice of Privacy Practices
  - ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
- b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.
- e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

- f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:
  - i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
  - ii. Mails a printed copy of the information upon the client's request to the client's mailing address;
  - iii. Provides the information by email after obtaining the client's agreement to receive the information by email;
  - iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
  - v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

#### 4. Provider Directory

- a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.
- b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.
- d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

## **XII. 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 ten (10) 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 ten (10) 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 requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

### **XIII. 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 telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

### **XIV. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

### **XV. INSURANCE**

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. 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.

- D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

## **XVI. BUDGET**

CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, 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.

## **XVII. ACCESS TO AND AUDIT OF RECORDS**



- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any 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 Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit 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, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XVIII. 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, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, 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, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
  2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
  3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
  4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
  5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
  6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
  7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
  8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with 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.

**XIX. 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.

- C. For the purposes of this Section, “access” is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

## **XX. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person’s or organization’s policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company’s drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XXI. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers’ compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR’S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR’S failure to pay such taxes when due.

## **XXII. 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).

### **XXIII. 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.
- G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations,

representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

**XXIV. 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**

Melanie Rhodes, LMFT, LPCC  
Behavioral Health Interim Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

**CONTRACTOR**

Julia Reynolds  
President  
406 Sunrise Ave #300  
Roseville, CA 95661  
(916) 783-5207

(The remainder of this page is left intentionally blank)

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**SIERRA MENTAL WELLNESS GROUP**

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health Services

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By: Kevin Serrano  
County Counsel

Date: 1/13/2025 | 9:09 AM PST

Approved as to Fiscal Provisions <sup>2</sup>

By: Patricia Ruiz  
Auditor/Controller

Date: 1/14/2025 | 2:02 PM PST

Approved as to Liability Provisions <sup>3</sup>

By: David Bolton  
Risk Management

Date: 1/14/2025 | 1:00 PM PST

Signed by: \_\_\_\_\_  
CDECE1B0D7BC4BB...

(Signature of President)\*

Julia Reynolds, President  
Name and Title

Date: 1/9/2025 | 7:08 PM PST

DocuSigned by: \_\_\_\_\_  
5074F002F688481...

(Signature of Finance Director)\*

Breann Miller, Chief Financial Officer  
Name and Title

Date: 1/11/2025 | 9:58 AM PST

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

## **EXHIBIT A: PROGRAM DESCRIPTION**

---

### **PROGRAM 1: 24/7 MOBILE CRISIS DISPATCH**

**(January 2, 2025- June 30, 2026)**

#### **I. IDENTIFICATION OF PROVIDER**

Sierra Mental Wellness Group  
406 Sunrise Avenue #300  
Roseville, CA 95661  
(916)783-5207

#### **II. PROGRAM NARRATIVE**

##### **A. Program Narrative**

Sierra Mental Wellness Group (SMWG) 24/7 Mobile Crisis Dispatch provides dispatch services for in-person mobile crisis field response units. The Mobile Crisis Dispatch Center (MCDC) will gather necessary information from incoming calls to triage and provide telephonic risk/safety assessments and crisis intervention; dispatch and collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response as needed; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

24/7 Mobile Crisis Dispatch is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries as of December 31, 2023. Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements.

#### **III. PROGRAM GOALS AND OBJECTIVES**

##### **A. PROGRAM GOALS**

1. The goal of 24/7 Mobile Crisis Dispatch, as well as other critical partners including but not limited to 911, 988, and the Community Crisis Line, is to improve community wellness with immediate high-quality telephonic response to behavioral health crises and psychiatric emergencies countywide through the availability of a 24/7 Community Crisis Dispatch Line that works in coordination with the 24/7 Mobile Crisis Field Response program outlined in Programs 2 and 3 below.

##### **B. PROGRAM OBJECTIVES**

1. CONTRACTOR will operate a telephonic mobile crisis triage and dispatch operation



in coordination with the County's Community Crisis Warm Line and 988 for Monterey County residents experiencing a crisis and requiring of crisis intervention and stabilization services in keeping with Department of Healthcare Services (DHCS) which mandates for mobile crisis response (BHIN 23-025) 24 hours a day, 7 days a week, 365 days a year.

2. CONTRACTOR will provide staff to provide mobile crisis dispatch services to Monterey County 24 hours a day, 7 days a week, 365 days per year to include weekends and county holidays.
3. CONTRACTOR shall use an agreed upon standardized tool and set of procedures to determine when a Mobile Crisis Team shall be dispatched or whether a client's needs can be met via alternative means (de-escalation by operator, connection to other services, etc.).
4. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible. All above services will be in collaboration with the Mobile Crisis Field Response Team (MCFRT).
5. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
6. The MCDC operator shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.
7. The MCDC operator shall track follow up services with collaboration with MCFRT. The MCFRT services may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
8. The MCDC shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
9. The MCDC shall attempt to provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish). If MCDC is unable to provide language services directly, language line resources shall be used.

10. The MCDC operator shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, and mobile response call log data. Operator shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.

**C. MOBILE CRISIS DISPATCH PROCEDURES**

1. Respond to all calls for Mobile Crisis Dispatch utilizing approved DHCS tools to gather all necessary information to triage/assess the severity of the crisis, identify any immediate safety risks, contact emergency response personnel if there are immediate safety risks, dispatch out mobile crisis field response as appropriate, and create a plan for both safety and follow-up by in person mobile crisis field response team.
2. Use a standardized tool and set of procedures to determine when a mobile crisis team should be dispatched with or without law enforcement.

**D. REPORTING REQUIREMENTS**

1. CONTRACTOR shall comply with all provisions and data reporting requirements of the CCMU Grant Program and DHCS requirements in the delivery of Mobile Crisis Dispatch program services.

**E. MEETINGS/COMMUNICATIONS**

The Contract Monitor shall convene regularly scheduled meetings with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

**IV. DESIGNATED CONTRACT MONITOR**

Kelley Molton, LCSW, CCISM  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd.  
Building 400, Suite 200  
Salinas, CA 93906  
(831) 796-1715

**PROGRAM 2: MOBILE CRISIS FIELD RESPONSE TEAM -**  
**COUNTY OF MONTEREY**  
**(January 2, 2025- June 30, 2026)**

**I. IDENTIFICATION OF PROVIDER**

Sierra Mental Wellness Group  
406 Sunrise Avenue #300  
Roseville, CA 95661  
(916)783-5207

**II. PROGRAM NARRATIVE**

**A. Program Narrative**

Sierra Mental Wellness Group (SMWG) 24/7 Mobile Crisis Field Response Team (MCFRT) provides face-to-face field-based behavioral health crisis response, triage, and stabilization to individuals and families who are experiencing an acute behavioral health crisis. The Mobile Crisis Field Response Team will provide in person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

The Substance Abuse and Mental Health Services Administration (SAMHSA) identifies mobile crisis services as a critical component of an effective behavioral health crisis continuum of care. The purpose of the Mobile Crisis Field Response is to provide a rapid face-to-face response to persons who are experiencing a behavioral health crisis and execute a brief crisis assessment to evaluate the persons status with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying appropriate follow-up care. Such services are to be provided at the physical location where the person is currently located or at an alternate mutually agreed upon safe and secure location in the community.

The 24/7 Mobile Crisis Field Response Team is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries as of December 31, 2023. Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements. This Program works hand in hand with Program 1: 24/7 Mobile Crisis Dispatch, outlined above.

All persons located within Monterey County may be served. Such persons are not required to be a Monterey County resident, engaged in MCBH services, or a Medi-Cal recipient. There are no demographic limitations or requirement in order to receive mobile crisis services.

### **III. PROGRAM GOALS AND OBJECTIVES**

#### **A. PROGRAM GOALS**

1. Improve community wellness with immediate high-quality face-to face response to behavioral health crises and psychiatric emergencies countywide through collaboration with 24/7 Mobile Crisis Dispatch outlined in Program 1. Objective is to divert psychiatric crises before major impacts on the safety and stability of individuals and families occur.
2. Reduce the volume and frequency of other more restrictive and less appropriate services, including inpatient hospitalization or law enforcement involvement.

#### **B. PROGRAM OBJECTIVES**

1. CONTRACTOR will add sufficient staff to provide one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) to be based out of Salinas to provide County-wide mobile crisis field response and crisis intervention services in Monterey County 24 hours a day, 7 seven days a week, 365 days per year to include weekends and county holidays.
2. Mobile Crisis Field Responder shall provide face-to-face mental health services to a person experiencing a psychiatric emergency or exhibiting acute psychiatric symptoms. Collateral contact may also be provided to the person who is receiving the face-to-face and/or telephone mental health services from the Mobile Crisis Response Team. The Mobile Crisis Field Responders shall provide services as necessary to resolve the individual's crisis and engage the individual in appropriate voluntary services to reduce the need for involuntary hospitalization.
3. Mobile Crisis Field Responder shall conduct WIC 5150/5585 evaluations and assessments for persons identified as danger to self, danger to others, or gravely disabled due to mental illness, to include the legislative updates included in Senate Bill 43 expanding the definition of Grave Disability to take effect in Monterey County January 1, 2026. If a person does not meet criteria for a WIC 5150/5585, Mobile Crisis Field Responders shall engage in safety planning and work to stabilize the situation in the community and ensure that an appropriate safety plan is implemented and follow up in person or by telephone the within 72 hours. Mobile Crisis Field Responders shall provide referrals and linkages to other providers, including social services, and facilitate an expedited referral when there is a treatment need to do so to avoid hospitalization.
4. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible.

- a. **Crisis Intervention:** Therapeutic interventions are provided to engage the adult, child, or youth in safety and risk assessment. MCFRT staff will complete a Crisis Assessment Tool and short-term safety plan with the client. If further emergency psychiatric treatment is needed, the MCFRT will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCFRT will work closely with family, law enforcement, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCFRT may assess clients for a WIC 5150/5585 hold..
  - b. **Case Management:** The MCFRT may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services.
  - c. **Assessment:** An Assessment may be provided to the client during follow up services to assist them in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCFRT staff contact the client's support systems (social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain their mental health status. Services may be provided during a crisis.
  - d. **Mental Health Rehabilitation:** A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
  - e. **Collateral:** A service activity involving a significant support person in the client's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the client's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.
5. The Mobile Crisis Field Responders shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health clients to provide the least restrictive interventions needed for each situation and ensure the client receives comprehensive and consistent care and the necessary services to maintain stabilization.
  6. The Mobile Crisis Field Responders shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.

7. CONTRACTOR to work alongside and in close partnership with County Behavioral Health staff, local 988 and Community Crisis Line provider to augment County staffing and existing County mobile crisis services.
8. At least one Mobile Crisis Field Responder in a Team of Two (2) shall be carrying, trained, and able to administer naloxone as clinically necessary.
9. Mobile Crisis Field Responders shall provide services and respond to Behavioral Health clinics and programs, contracted provider clinics and programs, community board and care facilities, homeless shelters, law enforcement, schools, and anywhere in the community in all regions of the County (including remote areas).
10. The Mobile Crisis Field Responders shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
11. The Mobile Crisis Field Responders shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
12. The Mobile Crisis Field Responders shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, and mobile response call log data. Responder shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.
13. The Mobile Crisis Field Responders shall complete and document services and close clients within 5 days. Any exceptions shall be made in coordination with the clinical supervisor and clinical justification documented.
14. The Mobile Crisis Field Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
15. COUNTY vehicles to be used to provide services through a lease agreement with CONTRACTOR outlined in Section IV.

#### **IV. FIELD CRISIS RESPONSE PROCEDURES**

- A. If a community face-to-face intervention is required, mobile crisis responders shall arrive at the community-based location where a crisis occurs in a timely manner. Specifically, mobile crisis teams shall arrive:
  1. Within 60 minutes of the client being determined to require mobile crisis services in urban areas; and
  2. Within 120 minutes of the client being determined to require mobile crisis services in rural areas.

- B. The Mobile Crisis Field Responders shall call/coordinate with the mobile crisis dispatch center, seek patient information as applicable, and inform of any known additional support needs or recommendations. Crisis Responders shall also report the call disposition of the client being evaluated as soon as it is determined.
- C. Mobile Crisis Services Encounter shall include, at minimum:
  - 1. Initial face-to-face crisis assessment;
  - 2. Mobile crisis response;
  - 3. Crisis planning, as appropriate, or documentation in the client's progress note of the rationale for not engaging the client in crisis planning; and
  - 4. A follow-up check-in within 72 hours (or DHCS requirements), or documentation in the client's progress note that the client could not be contacted for follow-up despite reasonably diligent efforts by the mobile crisis team.
  - 5. When appropriate, each mobile crisis services encounter shall also include:
    - a. Referrals to ongoing services; and/or
    - b. Facilitation of a warm handoff.
- D. The Mobile Crisis Field Response Team shall be prepared and staffed at all times to deliver all mobile crisis service components, even though there may be some circumstances in which it is not necessary or appropriate to provide all components (e.g., if the mobile crisis team can de-escalate a situation onsite, it may not be necessary to facilitate a warm handoff to a higher level of care).
- E. Mobile Crisis Services shall not be provided in the following settings due to restrictions and/or because these facilities and settings are already required to provide other crisis services:
  - 1. Inpatient Hospital;
  - 2. Inpatient Psychiatric Hospital;
  - 3. Emergency Department;
  - 4. Mental Health Rehabilitation Center;
  - 5. Intermediate Care Facility;
  - 6. Settings subject to the inmate exclusion such as jails, prisons and juvenile detention facilities;
  - 7. Other crisis stabilization and receiving facilities (e.g., crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, etc.).
- F. The Mobile Crisis Field Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
- G. Consistent with documentation requirements in BHIN 22-019 mobile crisis teams must document problems identified during the encounter on the client's problem list within their medical record. Mobile crisis teams must also create a progress note that describe all service components delivered to the client. Progress notes should be completed within 24 hours of providing mobile crisis services.

- H. The Mobile Crisis Field Responders shall provide in person follow-up or phone call as soon as possible but in all cases within 72 hours of crisis call for all calls not resulting in a WIC section 5150 hold or subsequent placement in an acute setting. Progress notes for all follow-up interventions and plans shall be documented according to Behavioral Health Documentation Guidelines and in keeping with timeliness standards.
  - 1. For every Mobile Crisis field response contact who is an open county BH client, the designated crisis responder or designee shall, within twenty-four (24) hours, email the care coordinator, copying the program supervisor for the applicable program/region. Anyone with an open assignment, and anyone responsible for coordinating the individual's behavioral health treatment, shall be informed on when the individual was evaluated and the nature of the risk.
- I. If a mobile crisis field response team receives information that a client is receiving services from a care manager, it shall alert the client's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements. Mobile crisis field response teams shall ensure that they have the client's consent for these disclosures in cases where consent is required by applicable law.
- J. The Mobile Crisis Field Responders or designee shall complete, the mobile crisis call log in Avatar detailing crisis calls, including, but not limited to date/time information, responses, and outcomes. It is best practice to complete the mobile crisis call log the same day as the call for service, and within 24 hours of the services provided in keeping with agency timeliness standards for crisis documentation as outlined by DHCS in BHIN 22-019.

**V. VEHICLE LEASE AGREEMENT**

**A. LEASE OF COUNTY VEHICLES FOR MCFRT SERVICES**

**1. General:**

- a. COUNTY leases to CONTRACTOR, beginning on December 31, 2023 through the end of the term of this Agreement up to four (4) COUNTY-owned vehicles.
- b. COUNTY is the registered owner and lessor of the Vehicles and is responsible for lost or stolen keys.
- c. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
- d. COUNTY vehicles/equipment shall only be used for official COUNTY business.
- e. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

**2. COUNTY responsibilities:**

- a. Be responsible for procuring, maintaining, and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
- b. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
- c. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY.  
The COUNTY will assume the cost of keeping leased vehicles(s) in good running



order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicle(s) is assigned.

- d. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

**3. CONTRACTOR responsibilities:**

- a. Assume all risk of loss for use of the vehicle(s) in the provision of MCFRT services.
- b. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s) unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
- c. Limit use of the vehicles to employees with a valid California driver's license.
- d. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
- e. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.
- f. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
- g. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).
- h. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.
- i. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
- j. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
- k. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
- l. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
- m. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.

- n. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
- o. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not “personalize” a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
- p. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.
- q. Only use appropriate fuel in leased vehicles supplied by County fueling stations.
- r. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.
- s. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCFRT services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) may be used to transport clients as needed. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at <https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy>, as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.
- t. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.
- u. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently, or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

## **VI. TREATMENT SERVICES**

### **A. MODE OF SERVICE: Outpatient**

### **B. OFFICE SITES**

CONTRACTOR will be co-located with BH staff at the Community Crisis Services office located at:

1441 Constitution Blvd  
Building 400, Suite 200  
Salinas, CA 93906

**C. HOURS OF OPERATION**

1. At least one team will be available for in-person response 24 hours a day, 7 days a week.

The MCFRT shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

**D. REPORTING REQUIREMENTS:**

1. CONTRACTOR shall comply with all provisions of the CCMU Grant Program and DHCS requirements in the delivery of Mobile Crisis program services.
2. Contractor and County Staff will partner to be able to gather needed data and report out completely on data points as required by DHCS for provision of Medi-Cal Mobile Crisis Services Benefit and Crisis Care Mobile Units (CCMU) grant reporting by using information and data available through Avatar as well as other available dispatch software and specialized dashboards. Required data may include, but not limited to:
  - a. Client demographics (age, race, ethnicity, sexual orientation, gender identity, etc.)
  - b. Crisis location
  - c. Response times
  - d. Disposition of encounter
  - e. Professional titles of each member participating in the mobile crisis response
  - f. Use of telehealth
  - g. If transportation was needed, and is so, what type was provided
  - h. Law enforcement involvement
  - i. Information about follow-up check-ins
3. CONTRACTOR shall comply with all data requests from the COUNTY specific to the Mobile Crisis Services rendered in the City of Salinas. In addition to the above data points, CONTRACTOR will also provide information on a quarterly basis:
  - a. Agency requesting Mobile Crisis Services
  - b. Number of individuals responded to that are also current clients of MCBH
  - c. Zip code of call for service within the City of Salinas
  - d. Call origin
  - e. Frequency
  - f. Type
  - g. Geographic data
  - h. Dispatch and response times
  - i. General outcomes

**E. MEETINGS/COMMUNICATION**

The Contract Monitor shall convene regularly scheduled meetings with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

**VII. DESIGNATED CONTRACT MONITOR**

Kelley Molton, LCSW, CCISM  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd.  
Building 400, Suite 200  
Salinas, CA 93906  
(831) 796-1715

**PROGRAM 3: MOBILE CRISIS IN-PERSON RESPONSE**

**CITY OF SALINAS**

**(January 2, 2025- June 30, 2025)**

**I. IDENTIFICATION OF PROVIDER**

Sierra Mental Wellness Group  
406 Sunrise Avenue #300  
Roseville, CA 95661  
(916)783-5207

**II. PROGRAM NARRATIVE**

1. Sierra Mental Wellness Group (SMWG) Mobile Crisis Field Response Team (MCFRT) provides face-to-face field-based behavioral health crisis response, triage, and stabilization to individuals and families who are experiencing an acute behavioral health crisis. The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response (40 hours per week, work schedule to be determined by COUNTY and may be subject to change based on community needs); and provide follow up services in the City of Salinas. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

The Substance Abuse and Mental Health Services Administration (SAMHSA) identifies mobile crisis services as a critical component of an effective behavioral health crisis continuum of care. The purpose of the Mobile Crisis Field Response is to provide a rapid face-to-face response to persons who are experiencing a behavioral health crisis and execute a brief crisis assessment to evaluate the persons status with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying appropriate follow-up care. Such services are to be provided at the physical location where the person is currently located or at an alternate mutually agreed upon safe and secure location in the community.

The Mobile Crisis Field Response Team is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries by December 31, 2023, Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements. This Program works hand in hand with Program 1: 24/7 Mobile Crisis Dispatch, outlined above.

### III. PROGRAM GOALS AND OBJECTIVES PROGRAM GOALS AND OBJECTIVES

#### 1. PROGRAM GOALS

1. Improve community wellness in the City of Salinas with immediate high-quality face-to-face response to behavioral health crises and psychiatric emergencies countywide through collaboration with the Mobile Crisis Dispatch Center outlined in Program 1 that works to divert psychiatric crises before major impacts on the safety and stability of individuals and families occur.
2. Reduce the volume and frequency of other more restrictive and less appropriate services, including inpatient hospitalization or law enforcement involvement.

#### 2. PROGRAM OBJECTIVES

1. CONTRACTOR will add sufficient staff to provide one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) to be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
2. Crisis Responders shall provide face-to-face mental health services to a person experiencing a psychiatric emergency or exhibiting acute psychiatric symptoms. Collateral contact may also be provided to the person who is receiving the face-to-face and/or telephone mental health services from the Mobile Crisis Response Team. The Mobile Crisis Field Responders shall provide services as necessary to resolve the individual's crisis and engage the individual in appropriate voluntary services to reduce the need for involuntary hospitalization.
3. Crisis Responders shall conduct WIC 5150/5585 evaluations and assessments for persons identified as danger to self, danger to others, or gravely disabled due to mental illness, to include the legislative updates included in Senate Bill 43 expanding the definition of Grave Disability to take effect in Monterey County January 1, 2026. If a person does not meet criteria for a WIC 5150/5585, Crisis Responders shall engage in safety planning and work to stabilize the situation in the community and ensure that an appropriate safety plan is implemented and follow up in person or by telephone the within 72 hours Crisis Responders shall provide referrals and linkages to other providers, including social services, and facilitate an expedited referral when there is a treatment need to do so to avoid hospitalization.
4. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible.
  - a. **Crisis Intervention:** Therapeutic interventions are provided to engage the adult, child, or youth in safety and risk assessment. MCFRT staff will complete a Crisis Assessment Tool and short-term safety plan with the client. If further emergency

psychiatric treatment is needed, the MCFRT will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCFRT will work closely with family, law enforcement, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCFRT may assess clients for a WIC 5150/5585 hold.

- b. **Case Management:** The MCFRT may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services.
  - c. **Assessment:** An Assessment may be provided to the client during follow up services to assist them in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCFRT staff contact the client's support systems (social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain their mental health status. Services may be provided during a crisis.
  - d. **Mental Health Rehabilitation:** A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
  - e. **Collateral:** A service activity involving a significant support person in the client's life for the purpose of addressing the mental health needs of the client in terms of achieving goals of the client's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.
5. The Mobile Crisis Field Responder shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health clients to provide the least restrictive interventions needed for each situation and ensure the client receives comprehensive and consistent care and the necessary services to maintain stabilization.
  6. The Mobile Crisis Field Responder shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
  7. CONTRACTOR to work alongside and in close partnership with County Behavioral Health staff, local 988 and Community Crisis Line provider to augment County staffing and existing County mobile crisis services.

8. At least one Mobile Crisis Field Responders in a Team of Two (2) shall be carrying, trained, and able to administer naloxone as clinically necessary.
9. The Mobile Crisis Field Responders shall provide services and respond to Behavioral Health clinics and programs, contracted provider clinics and programs, community board and care facilities, homeless shelters, law enforcement, schools, and anywhere in the community in all regions of the Salinas (including remote areas).
10. The Mobile Crisis Field Responders shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
11. The Mobile Crisis Field Responders shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
12. The Mobile Crisis Field Responders shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data. Responder shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.
13. The Mobile Crisis Field Responder shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
14. The Mobile Crisis Field Responders shall complete and document services and discharge clients within 5 days. Any exceptions shall be made in coordination with the clinical supervisor and clinical justification documented.
15. COUNTY vehicles to be used to provide services through a lease agreement with CONTRACTOR outlined in Program 2 Section V.

#### **IV. FIELD CRISIS RESPONSE PROCEDURES**

1. If a community face-to-face intervention is required, mobile crisis responders shall arrive at the community-based location where a crisis occurs in a timely manner. Specifically, mobile crisis teams shall arrive:
  1. Within 60 minutes of the client being determined to require mobile crisis services in urban areas; and
  2. Within 120 minutes of the client being determined to require mobile crisis services in rural areas.
2. Crisis Responders shall call/coordinate with the mobile crisis dispatch center, seek patient information as applicable, and inform of any known additional support needs or recommendations. Crisis Responders shall also report the call disposition of the client being evaluated as soon as it is



determined.

3. Mobile Crisis Services Encounter shall include, at minimum:
  1. Initial face-to-face crisis assessment;
  2. Mobile crisis response;
  3. Crisis planning, as appropriate, or documentation in the client's progress note of the rationale for not engaging the client in crisis planning; and
  4. A follow-up check-in within 72 hours (or DHCS requirements), or documentation in the client's progress note that the client could not be contacted for follow-up despite reasonably diligent efforts by the mobile crisis team.
  5. When appropriate, each mobile crisis services encounter shall also include:
    - a. Referrals to ongoing services; and/or
    - b. Facilitation of a warm handoff.
4. Mobile crisis field response teams shall be prepared and staffed at all times to deliver all mobile crisis service components, even though there may be some circumstances in which it is not necessary or appropriate to provide all components (e.g., if the mobile crisis team can de-escalate a situation onsite, it may not be necessary to facilitate a warm handoff to a higher level of care).
5. Mobile Crisis Services shall not be provided in the following settings due to restrictions and/or because these facilities and settings are already required to provide other crisis services:
  1. Inpatient Hospital;
  2. Inpatient Psychiatric Hospital;
  3. Emergency Department;
  4. Mental Health Rehabilitation Center;
  5. Intermediate Care Facility;
  6. Settings subject to the inmate exclusion such as jails, prisons and juvenile detention facilities;
  7. Other crisis stabilization and receiving facilities (e.g., crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, etc.).
6. Mobile Crisis Field Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
7. Consistent with documentation requirements in BHIN 22-019 mobile crisis teams must document problems identified during the encounter on the client's problem list within their medical record. Mobile crisis field response teams must also create a progress note that describe all service components delivered to the client. Progress notes should be completed within 24 hours of providing mobile crisis services.
8. Mobile Crisis Field Responder shall provide in person follow-up or phone call as soon as possible but in all cases within 72 hours of crisis call for all calls not resulting in a WIC section 5150 hold or subsequent placement in an acute setting. Progress notes for all follow-up interventions and plans shall be documented according to Behavioral Health Documentation Guidelines and in keeping with timeliness standards.
  1. For every Mobile Crisis field response contact who is an open county BH client, the designated crisis responder or designee shall, within twenty-four (24) hours, email the care coordinator, copying the program supervisor for the applicable program/region. Anyone with an open

assignment, and anyone responsible for coordinating the individual's behavioral health treatment, shall be informed on when the individual was evaluated and the nature of the risk.

9. If a mobile crisis team receives information that a client is receiving services from a care manager, it shall alert the client's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements. Mobile crisis teams shall ensure that they have the client's consent for these disclosures in cases where consent is required by applicable law.
10. The Mobile Crisis Field Responders shall complete, the mobile crisis call log in Avatar detailing crisis calls, including, but not limited to date/time information, responses, and outcomes. It is best practice to complete the mobile crisis call log the same day as the call for service, and within 24 hours of the services provided in keeping with agency timeliness standards for crisis documentation as outlined by DHCS in BHIN 22-019.

## **V. TREATMENT SERVICES**

1. **MODE OF SERVICE:** Outpatient

### **2. OFFICE SITES**

CONTRACTOR will be co-located with BH staff at the Community Crisis Services office located at:  
1441 Constitution Blvd  
Building 400, Suite 200  
Salinas, CA 93906

### **3. HOURS OF OPERATION**

1. At least one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) will be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
2. The MCFRT shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

### **4. REPORTING REQUIREMENTS**

1. CONTRACTOR shall comply with all provisions of the CCMU Grant Program and DHCS requirements in the delivery of Mobile Crisis program services.
2. Contractor and County Staff will partner to be able to gather needed data and report out completely on data points as required by DHCS for provision of Medi-Cal Mobile Crisis Services Benefit and Crisis Care Mobile Units (CCMU) grant reporting by using information and data available through Avatar as well as other available dispatch software and specialized dashboards. Required data to include but not limited to:
  - a. Client demographics (age, race, ethnicity, sexual orientation, gender identity, etc.)
  - b. Crisis location
  - c. Response times
  - d. Disposition of encounter
  - e. Professional titles of each member participating in the mobile crisis response

- f. Use of telehealth
  - g. If transportation was needed, and is so, what type was provided
  - h. Law enforcement involvement
  - i. Information about follow-up check-ins
3. CONTRACTOR shall comply with all data requests from the COUNTY specific to the Mobile Crisis Services rendered in the City of Salinas. In addition to the above data points, CONTRACTOR will also provide information on a quarterly basis:
- a. Agency requesting Mobile Crisis Services
  - b. Number of individuals responded to that are also current clients of MCBH
  - c. Zip code of call for service within the City of Salinas
  - d. Call origin
  - e. Frequency
  - f. Type
  - g. Geographic data
  - h. Dispatch and response times
  - i. General outcomes

**5. MEETINGS/COMMUNICATIONS**

The Contract Monitor shall convene regularly scheduled meetings with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

**VI. DESIGNATED CONTRACT MONITOR**

Kelley Molton, LCSW, CCISM  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1441 Constitution Blvd.  
Building 400, Suite 200  
Salinas, CA 93906  
(831) 796-1715

**VII. SERVICE PROVISIONS (PROGRAM 2 and 3)**

- 1. Certification of Eligibility
  - 1. CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client’s eligibility for SMHS under Medi-Cal.
- 2. Access to Specialty Mental Health Services
  - 1. In collaboration with the COUNTY, CONTRACTOR will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client’s presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the client meets criteria to access SMHS; it is not necessary to establish that the client also meets the criteria in (b) below.
  - a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
  - b. The client has at least one of the following
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate, or
    - iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
    - v. The client's condition listed above is due to one of the following:
      - a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
      - b. A suspected mental health disorder that has not yet been diagnosed.
      - c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
  - a. The client has one or both of the following:
    - i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
    - ii. A reasonable probability of significant deterioration in an important area of life functioning.
  - b. The client's condition as described in paragraph (a) is due to either of the following:

- i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
- ii. A suspected mental disorder that has not yet been diagnosed.

#### 4. Additional Clarifications

##### a. Criteria

- i. A clinically appropriate and covered mental health prevention, screening, assessment, treatment or recovery service listed within exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:
  - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
  - b. The service was not included in an individual treatment plan; or
  - c. The client had a co-occurring substance use disorder.

##### b. Diagnosis Not a Prerequisite

Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

#### 5. Medical Necessity

- a. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- b. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- c. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

#### 6. Coordination of Care

- a. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving

the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

- b. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
  - c. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
  - d. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
  - e. To facilitate care coordination, CONTRACTOR will request, at clinical discretion, a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.
7. Co-Occurring Treatment and No Wrong Door
- a. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.
  - b. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:
    - i. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
    - ii. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

## **VIII. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### **1. Services Authorization**

- a. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.
- b. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.
- c. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.
- d. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- e. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

## 2. Documentation Requirements

- a. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.
- b. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
- c. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

## 3. Assessment

- a. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.
- b. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.
- c. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as

specified in DHCS MHSUDS INs 17-052 and 18-048.

- d. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

#### 4. Problem List

- a. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- b. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
- c. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
- d. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
- e. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

#### 5. Treatment and Care Plans

- a. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

#### 6. Progress Notes

- a. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.
- b. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- c. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.



- d. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- e. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

## 7. Telehealth

- a. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:  
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- b. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- c. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- d. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- e. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

**EXHIBIT B:  
PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPES**

Cost Reimbursed (CR) up to maximum contract amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

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

**PROVISIONAL RATE: NEGOTIATED RATE**

CONTRACTOR shall be paid at the negotiated rates, or the actual cost of providing the service, whichever is less.

The following program services will be paid in advance and not to exceed the rates for a total maximum of **\$4,591,536**.

<b>Program I: Mobile Crisis Dispatch</b>		
<b>Fiscal Year</b>	<b>Monthly Invoice Amount</b>	<b>Total</b>
FY 2024-2025 (01/02/25-06/30/25)	\$ 60,120	\$ 360,720
FY 2025-2026 (07/01/25-6/30/26)	\$ 60,120	\$ 721,440
	<b>Program I Total</b>	<b>\$ 1,082,160</b>
<b>Program II: Mobile Crisis Field Response - COUNTY of Monterey</b>		
<b>Fiscal Year</b>	<b>Monthly Invoice Amount</b>	<b>Total</b>
FY 2024-2025 (01/02/25-06/30/25)	\$ 184,132	\$ 1,104,792
FY 2025-2026 (07/01/25-06/30/26)	\$ 184,132	\$ 2,209,584
	<b>Program II Total</b>	<b>\$ 3,314,376</b>
<b>Program III: Mobile Crisis Field Response - Mobile Crisis Field Response-City of Salinas</b>		
<b>Fiscal Year</b>	<b>Monthly Invoice Amount</b>	<b>Total</b>
FY 2024-2025 (01/02/25-06/30/25)	\$ 32,500	\$ 195,000
	<b>Program III Total</b>	<b>\$ 195,000</b>
	<b>FY 2024-25 Programs I-III Total</b>	<b>\$ 1,660,512</b>
	<b>FY 2025-26 Programs I-III Total</b>	<b>\$ 2,931,024</b>
	<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$ 4,591,536</b>

### 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 with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Rate, which is based on the most recent State’s Medi-Cal Behavioral Health Service Fee Schedules established by the State’s Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County’s Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health 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 (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

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

#### IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$4,591,536** for services rendered under this Agreement.

B. Maximum Annual Liability

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2024-2025 (01/02/25-06/30/25)	\$ 1,660,512
FY 2025-2026 (07/01/25-06/30/26)	\$ 2,931,024
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$ 4,591,536</b>

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

**VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY’S claims processing information system data, State adjudication of Medi-Cal 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 and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator’s designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR

shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries 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, 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 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 undertaking 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 claims or other State required claims data within the thirty (30) calendar daytime 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 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 is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

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

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

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) 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) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.



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

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

**XI. AUTHORITY TO ACT FOR THE COUNTY**

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

(The remainder of this page is left intentionally blank)

**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.***

Signed by:   
CDECE1B0D7BC4BB...  
Signature of Authorized Representative  
1/9/2025 | 7:08 PM PST  
Date

Sierra Mental Wellness Group  
Business Name of CONTRACTOR  
Julia Reynolds  
Name of Authorized Representative (printed)  
President  
Title of Authorized Representative

**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR's Business Name	Sierra Mental Wellness Group	
Name of CONTRACTOR's Designee	Julia Reynolds	
Title of Designee	President	
406 Sunrise Ave #300		
City: Roseville	State: CA	Zip: 95661
IRS Employer Identification Number		

*I certify that the above information is complete and correct to the best of my knowledge and belief.*

By   
 \_\_\_\_\_  
 CONTRACTOR's Signature

1/9/2025 | 7:08 PM PST  
 \_\_\_\_\_  
 Date

## **EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S 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.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

**Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; 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 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.***

Signed by:   
 \_\_\_\_\_  
 Signature of Authorized Representative

1/9/2025 | 7:08 PM PST  
 \_\_\_\_\_  
 Date

**Sierra Mental Wellness Group**  
 CONTRACTOR (Organization Name)

\_\_\_\_\_  
 Julia Reynolds  
 Name of Authorized Representative

\_\_\_\_\_  
 President  
 Title of Authorized Representative

## **EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective **January 2, 2025** (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Sierra Mental Wellness Group** (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **I. RECITAL**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **II. AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45

C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information “as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf.& Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as



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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

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

**3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

**3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate’s discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and

method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its SubCONTRACTORS that creates, receives, maintains, or transmits PHI that requires each such SubCONTRACTOR to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such SubCONTRACTORS;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity,

provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its SubCONTRACTORS or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate

has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its SubCONTRACTORS. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via

U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:  
Sierra Mental Wellness Group  
Attn to: Julia Reynolds, President  
Address: 406 Sunrise Ave #300 Roseville, CA 95661  
Tel: (916) 783-5207  
Fax: (916) 783-9145

If to Covered Entity, to:  
County of Monterey Health Department:  
Attn to:  
Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: [sumeshwarsd@countyofmonterey.gov](mailto:sumeshwarsd@countyofmonterey.gov)

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent CONTRACTOR and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

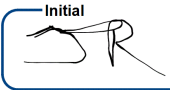
**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Sub-CONTRACTORS under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than ~~\$10,000,000~~ \$2,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity’s request.

Initial  


**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Sub-CONTRACTORS, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity,

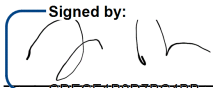
at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or sub-CONTRACTORS of HIPAA or other applicable law, except where Business Associate or its Sub-CONTRACTOR, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its -sub-CONTRACTOR, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

BUSINESS ASSOCIATE  
*SIERRA MENTAL WELLNESS GROUP*

By:  \_\_\_\_\_  
CDECE1B0D7BC4BB...

Print Name: Julia Reynolds

Print Title: President

Date: 1/9/2025 | 7:08 PM PST

COVERED ENTITY  
*COUNTY OF MONTEREY,*  
*DEPARTMENT OF HEALTH*

By: \_\_\_\_\_

Print Name: Elsa M. Jimenez

Print Title: Director of Health Services

Date: \_\_\_\_\_



## EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM		Monterey County Behavioral Health	
<b>Contractor :</b> Sierra Mental Wellness Group		<b>Invoice Number :</b> <input style="width: 90%;" type="text"/>	
<b>Address Line 1</b> 406 Sunrise Ave #300		<b>County PO No.:</b> <input style="width: 90%;" type="text"/>	
<b>Address Line 2</b> Roseville, CA 95661		<b>Invoice Period :</b> <input style="width: 90%;" type="text"/>	
<b>Tel. No.:</b> (916) 783-5207			
<b>Fax No.:</b> (916) 783-9145			
<b>Contract Term:</b> January 2, 2025-June 30, 2025		<b>Final Invoice</b> (Check if Yes) <input style="width: 50%;" type="checkbox"/>	
<b>BH Division :</b> <input style="width: 90%;" type="text"/>		BH Control Number	<input style="width: 100%;" type="text"/>

Rates of Payment	Term: FY 2024-25	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Program I: Mobile Crisis Dispatch	FY 2024-25	360,720.00			(360,720.00)	
Program II: Mobile Crisis Field Response - COUNTY of Monterey	FY 2024-25	1,104,792.00			(1,104,792.00)	
Program III: Mobile Crisis Field Response - City of Salinas	FY 2024-25	195,000.00			(195,000.00)	
<b>TOTALS</b>		<b>1,660,512.00</b>			<b>(1,660,512.00)</b>	

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 claims are maintained in our office at the address indicated. approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____	Date: _____
Title: _____	Telephone: _____

Send to: [mchdbfinance@countyofmonterey.gov](mailto:mchdbfinance@countyofmonterey.gov)

Behavioral Health Authorization for Payment

Authorized Signatory \_\_\_\_\_ Date : \_\_\_\_\_

**EXHIBIT H: BUDGET AND EXPENDITURE REPORT**

PROGRAM I	FY 2024-2025 01/02/25-06/30/25			FY 2025-2026 07/01/25-06/30/26		
	Cost / unit	Hours	Budget	Cost / unit	Hours	Budget
<b>Crisis Dispatch</b>						
Program Management	\$ 36.06	832.00	\$ 30,002	\$ 36.06	1664.00	\$ 60,000
Dispatch Lead *	\$ 5.00	1040.00	\$ 5,200	\$ 5.00	2080.00	\$ 10,400
Back up On-call Dispatcher	\$ 15.50	3198.00	\$ 49,569	\$ 15.50	6396.00	\$ 99,138
Regional Disptach Staff	\$ 25.00	5000.00	\$ 125,000	\$ 25.00	10000.00	\$ 250,000
Admin Assistant .5FTE	\$ 22.50	1040.00	\$ 23,400	\$ 22.50	2080.00	\$ 46,800
Meetings & Trainings	\$ 25.00	208.00	\$ 5,200	\$ 25.00	416.00	\$ 10,400
Total FTE/Salaries	Total	11318.00	\$ 238,371	Total	22636.00	\$ 476,738
	Total FTE:	5.4		Total FTE:	10.9	
Benefits as % of Salaries	13%		\$ 30,988.22	13%		\$61,975.94
Payroll Taxes as % of Salaries	12%		\$ 28,604.51	12%		\$57,208.56
<b>TOTAL PERSONNEL EXPENSES</b>			\$ 297,964			\$ 595,923
<b>Other Operating Expenses:</b>						
IT/Computers			\$ 2,500			\$ 5,000
Telephone Expense			\$ 1,250			\$ 2,500
Office Supplies (general - pens, paper, etc.)			\$ 1,200			\$ 2,400
Staff Development			\$ 600			\$ 1,200
Printing/Postage			\$ 960			\$ 1,920
Job Postings/Recruitment/Incentive Bonus			\$ 4,200			\$ 8,400
Personal Car Mileage (attend County meetings as required)			\$ 1,250			\$ 2,500
Travel			\$ 3,750			\$ 7,500
<b>TOTAL OPERATING EXPENSES</b>			\$ 15,710			\$ 31,420
<b>SUBTOTAL Program</b>			\$ 313,674			\$ 627,343
<b>ADMINISTRATIVE OVERHEAD</b>			\$ 47,046			\$ 94,097
<b>TOTAL EXPENSES</b>			\$ 360,720			\$ 721,440
* Not an extra staff member, more money per hour to be the lead dispatch. Bulk of salary covered by Staff budget.						

PROGRAM II						
	FY 2024-2025 01/02/25-06/30/25			FY 2025-2026 07/01/25-06/30/26		
	Cost / unit	Hours	Budget	Cost / unit	Hours	Budget
<b>Mobile Crisis Staff</b>						
Program Management	\$ 62.50	1040	\$ 65,000.00	\$ 62.50	2080	\$130,000.00
Onsite Mobile Crisis AM	\$ 42.00	3412	\$ 143,304.00	\$ 42.00	6824.00	\$286,608.00
Onsite Mobile Crisis PM	\$ 43.00	3412	\$ 146,716.00	\$ 43.00	6824.00	\$293,432.00
Onsite Mobile Crisis NOC	\$ 45.00	3412	\$ 153,540.00	\$ 45.00	6824.00	\$307,080.00
LPHA On call	\$ 17.00	4836	\$ 82,212.00	\$ 17.00	9672.00	\$164,424.00
On Call	\$ 15.50	4750	\$ 73,625.00	\$ 15.50	9500.00	\$147,250.00
Roll out AM	\$ 26.50	250	\$ 6,625.00	\$ 26.50	500.00	\$ 13,250.00
Roll out PM	\$ 27.50	250	\$ 6,875.00	\$ 27.50	500.00	\$ 13,750.00
Roll out NOC	\$ 29.50	250	\$ 7,375.00	\$ 29.50	500.00	\$ 14,750.00
Admin Assistant	\$ 30.00	1040	\$ 31,200.00	\$ 30.00	2080.00	\$ 62,400.00
Meetings & Trainings	\$ 42.00	100	\$ 4,200.00	\$ 42.00	200.00	\$ 8,400.00
Total FTE/Salaries	Total	22752.00	\$ 720,672	Total	45504.00	\$ 1,441,344
	Total FTE:	4.1		Total FTE:	4.1	
Benefits as % of Salaries	13%		\$ 93,687.36	13%		\$187,374.72
Payroll Taxes as % of Salaries	12%		\$ 86,480.64	12%		\$172,961.28
<b>TOTAL PERSONNEL EXPENSES</b>			\$ 900,840			\$ 1,801,680
<b>Other Operating Expenses:</b>						
IT/Computers			\$ 10,000			\$ 20,000
Insurance Requirements			\$ 12,500			\$ 25,000
Cell Phones			\$ 8,000			\$ 16,000
Office Supplies (general - pens, paper, etc.)			\$ 2,250			\$ 4,500
Staff Development			\$ 1,250			\$ 2,500
Additional Insurance			\$ 5,000			\$ 10,000
Printing/Postage			\$ 1,100			\$ 2,200
Job Postings/Recruitment/Incentive Bonus/training			\$ 5,250			\$ 10,500
Personal Car Mileage (attend County meetings as required)			\$ 2,500			\$ 5,000
Travel			\$ 12,000			\$ 24,000
<b>TOTAL OPERATING EXPENSES</b>			\$ 59,850			\$ 119,700
<b>SUBTOTAL Program</b>			\$ 960,690			\$ 1,921,380
<b>ADMINISTRATIVE OVERHEAD</b>			\$ 144,102			\$ 288,204
<b>TOTAL EXPENSES</b>			\$ 1,104,792			\$ 2,209,584

<b>PROGRAM III</b>			
	<b>FY 2024-2025</b>		
	<b>1/2/2025 - 06/30/25</b>		
<b><u>Mobile Crisis Staff</u></b>	<b>Cost / unit</b>	<b>Hours</b>	<b>Budget</b>
Program Management	\$ 50.48	260	\$13,124.80
Onsite Mobile Crisis	\$ 43.00	1706.00	\$73,358.00
LPHA On call	\$ 17.00	1040.00	\$17,680.00
On Call	\$ 15.50	1040.00	\$16,120.00
Admin Assistant	\$ 22.50	260.00	\$ 5,850.00
Meetings & Trainings	\$ 42.00	75.00	\$ 3,150.00
Total FTE/Salaries	Total	4381.00	\$ 129,283
	Total FTE:	4.1	
Benefits as % of Salaries	13%		\$ 16,806.76
Payroll Taxes as % of Salaries	12%		\$15,513.94
<b>TOTAL PERSONNEL EXPENSES</b>			<b>\$ 161,604</b>
<b><u>Other Operating Expenses:</u></b>			
IT/Computers*			\$ 2,000
Cell Phones			\$ 750
Office Supplies (general - pens, paper, etc.)			\$ 400
Staff Development			\$ 400
Additonal Insurance			\$ 1,000
Printing/Postage			\$ 50
Job Postings/Recruitment/Incentive Bonus/training			\$ 750
Personal Car Mileage (attend County meetings as required)			\$ 400
Travel			\$ 500
<b>TOTAL OPERATING EXPENSES</b>			<b>\$ 6,250</b>
<b>SUBTOTAL Program</b>			<b>\$ 167,854</b>
<b>ADMINISTRATIVE OVERHEAD</b>			<b>\$ 27,146</b>
<b>TOTAL EXPENSES</b>			<b>\$ 195,000</b>

**EXHIBIT I:  
AUDITS AND AUDIT APPEALS**

---

**I. AUDITS 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 County of Monterey 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.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. 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.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
  2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
  3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
    - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
    - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- 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.

## **II. 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.