

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT A-14354
BETWEEN COUNTY OF MONTEREY AND
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**

This **AMENDMENT NO. 1** is made to AGREEMENT A-14354 by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**, hereinafter “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14354 for the provision of mental health and residential services for children in the amount of \$1,376,043 for the term July 1, 2019 through June 30, 2022.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add Partial Hospitalization services and increase funding for a revised total amount of \$1,396,959 for the same term July 1, 2019 through June 30, 2022.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-14354 in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this AGREEMENT.
4. This AMENDMENT NO. 1 shall be effective July 1, 2019.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 to Agreement A-14354 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By:
Department Head (if applicable)

Date: 09/26/2019

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacy Daulton
County Counsel

Date: 8/31/19

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 8/29/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-president) *

 Lynn Dolce, Chief Executive Officer
Name and Title

Date: 08/21/2019

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

 Melek Totah, Chief of Finance and Administration
Name and Title

Date: 08/21/2019

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

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

²Approval by Auditor-Controller is required

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

**EXHIBIT A-1:
PROGRAM DESCRIPTION**

**PROGRAM 1:
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)**

I. IDENTIFICATION OF PROVIDER

Edgewood Center for Children and Families
1801 Vicente Street
San Francisco, CA 94116

II. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as “a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved.

III. PROGRAM GOALS

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

- E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
 - 1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
 - 2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 - 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
 - 4. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
 - 5. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC) or an Individual Education Plan (IEP). All referrals for services will be assessed for eligibility according to the following criteria:
 - 1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
 - 2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
- C. CONTRACTOR shall maintain staffing requirement:
 - 1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
 - 2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
 - 3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
 - 4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS_ANSA_PSC35.pdf
 2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
 3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
 2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
 3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
 4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.
- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.

1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
3. Provide notification to COUNTY of any hospitalization.

V. OUTCOME OBJECTIVES

- A. Reduce the level of functional impairment of child or youth.
 - Data Source: CANS Data
- B. Reduce hospitalizations.
 - Data Source: CONTRACTOR's Electronic Health Record (HER) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.
 - Data Source: CONTRACTOR's EHR to report length of stay

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

CONTRACTOR is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary. A Units of Service (UOS) is per minute:

1. Case Management
2. Mental Health Services
3. Medication Support
4. Crisis Intervention

Services shall be coded under Avatar program Name/Code: Edgewood Children Center/ALCSOC

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all UOS and cost in accordance with Section XIV, Annual Cost Report.

B. Short-Term Residential Therapeutic Program (STRTP):

CONTRACTOR is licensed to provide residential services with a mental health delivery model consistent with regulations. A UOS is per month.

C. Delivery Site(s):

The CONTRACTOR's services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

- 1801 Vicente Street San Francisco, CA 94116

D. Hours of Operation:

The STRTP will operate a twenty-four (24) hours per day, seven (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

VII. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County IPC, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

VIII. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <http://www.dmh.ca.gov/medccc/library.asp>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp> Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals of admission to this program will be initiated exclusively by the MCBH Case Management staff after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication Support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

X. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

1. Severe acting out episodes
2. History of self-destructive behavior
3. Catastrophic reactions to everyday occurrences and/or
4. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

XI. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

XII. COVERAGE

Mental Health Services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
 - 1. Total number of children/youth served
 - 2. Number of CFT meetings attended per quarter
 - 3. Number of children/youth who have returned to lower levels of care
 - 4. Report on each Outcome Objective in Section V.

XIV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

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**PROGRAM 2:
HOSPITAL DIVERSION**

I. IDENTIFICATION OF PROVIDER

Edgewood Center for Children and Families
1801 Vicente St.
San Francisco, CA 94116

II. PROGRAM NARRATIVE

The Hospital Diversion program is a short-term (10-15 days) therapeutic residential alternative to psychiatric hospital care, shelter care, or temporary placements for children and youth 6 to 17 years of age who are experiencing acute stress, psychiatric, and behavioral health and/or family challenges; and have a history of severe acting out episodes, self-destructive behavioral, or history of inpatient hospitalization. The Hospital Diversion program is designed to assess and support the full range of a child/youth and family's needs through participation in an intensive interdisciplinary assessment in order to understand their needs and provide intensive support to bring youth home as soon as possible.

III. PROGRAM GOAL

Assess and stabilize the child/youth by reducing emotional and/or behavioral symptoms and to reduce risk of rehospitalization to be able to return to lower level of care or natural environment with a coordinated, and family focused support and safety plan.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide assessment, mental health services, crisis stabilization, intensive intervention services, and therapeutic treatment. Services also include substance, multi caregiver, and Mindfulness groups; therapeutic services including social skills and life skills activities, Animal Assisted Therapy, and therapeutic recreational activities; on site nursing 7 days a week; staff psychologist on site to provide psychological testing upon authorization; and Case Management and Discharge Planning.
1. Treatment focuses on understanding each youth in the context of their medical, psychological, and social-family needs and creating a comprehensive treatment plan individualized for each youth.
 2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- B. CONTRACTOR shall provide parents and or caregivers intensive support to bring youth home as soon as possible.

- C. CONTRACTOR's treatment team shall be a multidisciplinary group that includes a child psychiatrist, a mental health clinical, registered nurse, special education specialist, and the youth and family, and may include the referring clinicians and primary care physicians who continue to be involved in the treatment.
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. When the client is transitioning to a new program or lower level of care placement, the CONTRACTOR shall:
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.

V. OUTCOME OBJECTIVES

- A. Reduce inappropriate behavior, psychiatric symptoms, or level of functional impairment of the child or youth.
 - Data Source: CANS Data
- B. Reduce hospitalization admissions or rehospitalization.
 - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.
 - Data Source: CONTRACTOR's EHR to report length of stay

VI. TREATMENT SERVICES

A. Mode of Service:

Hospital Diversion program includes Room and Board and the following. A Unit of Service (UOS) is per day:

- 1. Intake evaluation for assessment and treatment planning
- 2. Individual Therapy (minimum 2x per week)
- 3. Family Therapy (minimum 1x per week)
- 4. Group therapy (up to 11x per week)
- 5. Psychiatry Services
- 6. Crisis stabilization
- 7. Daily therapeutic classroom and educational support services
- 8. Daily staffing, client review and safety planning
- 9. Seven (7) day per week nursing coverage
- 10. Non-clinical case management, including coordination of care and concurrent utilization review with insurance plan.
- 11. Family visitation and non-clinical family support services.

B. **Delivery Site:** 1801 Vicente St. San Francisco, CA 94116

C. **Hours of Operation:** Hospital Diversion Program shall operate twenty-four (24) hours per day, seven (7) days a week.

VII. TARGET POPULATION

This current agreement is for one (1) eligible resident of Monterey County. New eligible residents of Monterey County referred to the Hospital Diversion Program will require an amendment to this agreement.

VIII. FINANCIAL ELIGIBILITY

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County interagency placement committee or any youth that have been placed through the Individualized Education Plan (IEP). Undocumented youth require pre-authorization by the Behavioral Health Director of Monterey County.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Behavioral Health Director of Monterey County or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The contracted duration of treatment is limited to one year; any extension requires consultation with the Behavioral Health Director of Monterey County or designee and approval of the Contract Monitor.

X. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

1. Severe acting out episodes
2. History of self-destructive behavior
3. Catastrophic reactions to everyday occurrences and/or
4. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 1. A significant impairment in an important area of life functioning, or
 2. A probability of significant deterioration in an important area of life functioning, or

3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 3. The condition would not be responsive to physical healthcare-based treatment.

XI. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 & 602 et seq.).

XII. COVERAGE

Mental Health and Medication Support services determined to be medically necessary and designated on the service plan.

XIII. REPORTING REQUIREMENTS

1. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
2. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
 - a. Total number of children/youth served
 - b. Number of CFT meetings attended per quarter
 - c. Number of children/youth who have returned to lower levels of care
 - d. Report on each Outcome Objective in Section V.

XIV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
 Deputy Director, Children’s Services
 Training Director, Doctoral Psychology Practicum/Internship Program
 Monterey County Behavioral Health Bureau
 951-B Blanco Circle
 Salinas, CA 93901
 (831) 784-2170

**PROGRAM 3:
PARTIAL HOSPITALIZATION PROGRAM**

I. IDENTIFICATION OF PROVIDER

Edgewood Center for Children and Families
1801 Vicente St.
San Francisco, CA 94116

II. PROGRAM NARRATIVE

The Partial Hospitalization is a short-term (2-4 weeks) full day program designed to assess and stabilize a broad range of youth and family challenges including high-risk behavioral and emotional issues resulting in family conflict, school failure, poor peer relationships and aggressive and/or self-harming behavior. Edgewood's Partial Hospitalization is an assessment and stabilization program for adolescents between the ages of 12 and 17 that specializes in diagnostic assessment and psychotropic medication evaluation and management, allowing youth to receive acute care while residing in their homes or other community placement. Youth and families receive a thorough and collaborative treatment and safety plan that addresses the needs identified at the time of referral and restores hope and quality of life.

III. PROGRAM GOAL

Assess and stabilize the child/youth by providing acute care to reduce high risk behaviors while the youth remains in the home or community placement.

IV. PROCESS OBJECTIVES

- A. CONTRACTOR will provide assessment; mental health services, including individual and family therapy; stabilization; and therapeutic treatment to gain essential stress management and coping skills; improve relationships with parents, siblings and peers; acquire greater communication and collaborative problem-solving skills; and learn how to make better decisions by understanding personal thoughts and feelings.
- B. CONTRACTOR will develop an effective discharge plan beginning of program participation.
- C. CONTRACTOR will provide comprehensive medication evaluations and medication management services.
- D. CONTRACTOR will provide case management services and linkage to community services and youth preferred extracurricular activities to build mastery and confidence.
- E. Services are provided by a multidisciplinary team that utilizes a strength-based approach to promote safety, assess and teach skills and to develop a realistic

treatment plan so that youth can remain in their homes and move to a less restrictive treatment setting.

- F. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
- G. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- H. When the client is transitioning to a new program or lower level of care placement, the CONTRACTOR shall:
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.

V. OUTCOME OBJECTIVES

- A. Reduce inappropriate behavior, psychiatric symptoms, or level of functional impairment of the child or youth.
 - Data Source: CANS Data
- B. Reduce hospitalization admissions or rehospitalization.
 - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.
 - Data Source: CONTRACTOR's EHR to report length of stay

VI. TREATMENT SERVICES

A. Mode of Service:

Partial Hospitalization Unit of Service (UOS) is per day and includes the following:

- Short term assessment and stabilization
- On-site psychiatry and nursing
- Short- and long-term treatment plans
- Intensive, family focused case management
- Skills building and therapeutic groups
- Support groups for parents and families

B. **Delivery Site:** 1801 Vicente St. San Francisco, CA 94116

C. **Hours of Operation:** Partial Hospitalization shall operate five days per week, Monday through Friday from 8:45am – 6:30pm. Schedule changes are made based on individual treatment planning.

D. TARGET POPULATION

This current agreement is for one (1) eligible resident of Monterey County during June 6, 2019-June 30, 2020. New eligible residents of Monterey County referred to the Partial Hospitalization Program will require an amendment to this agreement.

E. FINANCIAL ELIGIBILITY

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County interagency placement committee or any youth that have been placed through the Individualized Education Plan (IEP). Undocumented youth require pre-authorization by the Behavioral Health Director of Monterey County.

F. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Behavioral Health Director of Monterey County or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The contracted duration of treatment is limited to one year; any extension requires consultation with the Behavioral Health Director of Monterey County or designee and approval of the Contract Monitor.

G. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

1. Severe acting out episodes
2. History of self-destructive behavior
3. Catastrophic reactions to everyday occurrences and/or
4. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 1. A significant impairment in an important area of life functioning, or
 2. A probability of significant deterioration in an important area of life functioning, or
 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and

2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

H. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 & 602 et seq.).

I. COVERAGE

Mental Health and Medication Support services determined to be medically necessary and designated on the service plan.

J. REPORTING REQUIREMENTS

1. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
2. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
 - a. Total number of children/youth served
 - b. Number of CFT meetings attended per quarter
 - c. Number of children/youth who have returned to lower levels of care
 - d. Report on each Outcome Objective in Section V.

K. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

**EXHIBIT B-1:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Cost Reimbursed (CR) up to the maximum Agreement 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.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Short-Term Residential Therapeutic Program (STRTP) shall be paid at the rate established by the State of California-Health and Human Services Agency, Department of Social Services.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$1,396,959**.

**PROGRAM 1:
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)**

Program 1: STRTP Fiscal Year 2019-2020					
Service Description	Mode of Service	Service Function Code	Rate per Unit of Service	Estimated Units of Service	Total FY Amount
Crisis Intervention Services	15	70	\$4.90	2,143	\$10,501
Medication Support Services	15	60	\$6.09	3,430	\$20,889
Case Management	15	01	\$2.55	4,094	\$10,440
Collateral	15	10	\$3.30	71,373	\$235,531
Individual Therapy	15	40			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Mental Health Rehabilitation	15	45			
Therapeutic Behavioral Services	15	58			
Assessment and Evaluation	15	30			
Plan Development	15	45			
Family Therapy	15	30			
MAXIMUM AGREEMENT AMOUNT FY 2019-20					

Program 1: STRTP Fiscal Year 2020-2021					
Service Description	Mode of Service	Service Function Code	Rate per Unit of Service	Estimated Units of Service	Total FY Amount
Crisis Intervention Services	15	70	\$5.15	2,039	\$10,501
Medication Support Services	15	60	\$6.39	3,269	\$20,889
Case Management	15	01	\$2.68	3,893	\$10,434
Collateral	15	10	\$3.46	68,074	\$235,537
Individual Therapy	15	40			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Mental Health Rehabilitation	15	45			
Therapeutic Behavioral Services	15	58			
Assessment and Evaluation	15	30			
Plan Development	15	45			
Family Therapy	15	30			
MAXIMUM AGREEMENT AMOUNT FY 2020-21					\$277,361

Program 1: STRTP Fiscal Year 2021-2022					
Service Description	Mode of Service	Service Function Code	Rate per Unit of Service	Estimated Units of Service	Total FY Amount
Crisis Intervention Services	15	70	\$5.41	1,941	\$10,501
Medication Support Services	15	60	\$6.71	3,113	\$20,889
Case Management	15	01	\$2.81	3,713	\$10,434
Collateral	15	10	\$3.63	64,886	\$235,537
Individual Therapy	15	40			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Mental Health Rehabilitation	15	45			
Therapeutic Behavioral Services	15	58			
Assessment and Evaluation	15	30			
Plan Development	15	45			
Family Therapy	15	30			
MAXIMUM AGREEMENT AMOUNT FY 2021-22					\$277,361

Program 1: STRTP TOTAL MAXIMUM LIABILITY AMOUNT	\$832,083
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**PROGRAM 2:
HOSPITAL DIVERSION**

PROGRAM 2: HOSPITAL DIVERSION PROGRAM			
Fiscal Year	Estimated Units of Service	Rate per Unit of Service	Total FY Amount
FY 2019-20	120	\$1,511	\$181,320
FY 2020-21	120	\$1,511	\$181,320
FY 2021-22	120	\$1,511	\$181,320
PROGRAM 2: HOSPITAL DIVERSION TOTAL MAXIMUM AGREEMENT AMOUNT:			\$543,960

**PROGRAM 3:
PARTIAL HOSPITALIZATION PROGRAM**

PROGRAM 3: PARTIAL HOSPITAL PROGRAM			
Fiscal Year	Estimated Units of Service	Rate per Unit of Services	Total FY Amount
FY 2018-19	7	\$964	\$6,748
FY 2019-20	14	\$1,012	\$14,168
PROGRAM 3: PARTIAL HOSPITAL TOTAL MAXIMUM AGREEMENT AMOUNT:			\$20,916

** FY 2018-19 Partial Hospitalization services to be paid through this contract.*

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	Total Amount
Program 1: STRTP	\$277,361	\$277,361	\$277,361	\$832,083
Program 2: Hospital Diversion	\$181,320	\$181,320	\$181,320	\$543,960
Program 3: Partial Hospitalization	\$20,916	N/A	N/A	\$20,916
Total	\$479,597	\$458,681	\$458,681	\$1,396,959

IV. 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 Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the

COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

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

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

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

included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

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

V. 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 **\$1,396,959** for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Fiscal Year	MH FFP	EPSDT (2011 Realignment)	SELPA	Total Amount per FY
FY 2019-20	\$97,076.35	\$243,840.15	\$138,680.50	\$479,597.00
FY 2020-21	\$97,076.35	\$222,924.15	\$138,680.50	\$458,681.00
FY 2021-2022	\$97,076.35	\$222,924.15	\$138,680.50	\$458,681.00
Funding Total	\$291,229.05	\$689,688.45	\$416,041.50	\$1,396,959.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 to June 30, 2020	\$479,597
July 1, 2020 to June 30, 2021	\$458,681
July 1, 2021 to June 30, 2022	\$458,681
TOTAL MAXIMUM LIABILITY:	\$1,396,959

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

VI. BILLING AND PAYMENT LIMITATIONS

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

maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- 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 and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the

denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities

funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, 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.”