

AMENDMENT NO. 3 TO AGREEMENT A-13119

This Amendment No.3 to Agreement A-13119 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Community Human Services, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13119 dated May 10, 2016 (Agreement), Amendment No. 1 dated April 5, 2017, Amendment No. 2 on July 21, 2017; and

WHEREAS, the parties desire to amend the Agreement as specified below;

1. In FY 2017-18 increase Units of Service and funding for Programs 1 and 4.

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

1. EXHIBIT A of Agreement A-13119 is replaced with Amendment No.3 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No.3 to EXHIBIT A.
2. EXHIBIT B of Agreement A-13119 is replaced with Amendment No.3 to EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No.3 to EXHIBIT B.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No.3 to EXHIBIT B, subject to the limitations set forth in this Agreement.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13119 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on May 10, 2016.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No.3 to Agreement A-13119 as of the day and year written below.

COUNTY OF MONTEREY
<i>N/A</i>
By: Mike Derr, Contracts/Purchasing Officer
Date:
<i>SPV KOR</i>
By: Elsa Jimenez, Director of Health
Date: <i>06/21/2018</i>
<i>Approved as to Form</i>
<i>Stacy Saetta</i>
By: Stacy Saetta, Deputy County Counsel ¹
Date: <i>6/5/18</i>
<i>Approved as to Fiscal Provisions</i>
<i>Gary Giboney</i>
By: Gary Giboney, Auditor-Controller ²
Date: <i>6/12/18</i>
<i>Approved as to Liability Provisions</i>
<i>N/A</i>
By: Steve Mauck, Risk Management ³
Date:
<i>Approved as to Content</i>
<i>Amie Miller</i>
By: Amie Miller, Behavioral Health
Date:

Community Human Services
<i>Robin McCrae</i>
By: Robin McCrae, Chief Executive Officer
Date: <i>5/24/18</i>
<i>Sharon Laguna</i>
By: Chief Financial Officer
Date: <i>5/24/18</i>

*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

²Approval by Auditor-Controller is required

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

AMENDMENT NO. 3 TO EXHIBIT A

PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Community Human Services
P.O. Box 3076
Monterey, CA 93942

II. INCORPORATION STATUS/TYPE OF FACILITY LICENSE

Nonprofit Corporation/Medi-Cal Certified

III. PROGRAM NARRATIVES AND SERVICE DESCRIPTION:

PROGRAM 1: **ACCESS TO OUPATIENT SERVICES**

A. Program Narrative

Community Human Services (CONTRACTOR) will provide outpatient mental health services to Monterey County Medi-Cal beneficiaries as authorized by the Monterey County Health Department, Behavioral Health Bureau (COUNTY).

B. Program Goal

All services are intended to enable the individual/family to overcome impairments to functioning, which include, but are not limited to obstacles to employability, as identified by COUNTY.

C. Program Objectives

1. Provide outpatient mental health services to approximately four hundred (400) clients annually.
2. Clients who meet program criteria will be referred to CONTRACTOR who will determine services most appropriate for client.
3. All referrals shall be contacted by CONTRACTOR within five (5) business days after receipt of each referral and offered an appointment within ten (10) business days of date of referral, or, in the event of a waiting list, interim services will be offered. CONTRACTOR shall follow a client no show protocol agreed upon with the COUNTY, and will notify COUNTY when there is no client engagement after 30 days. CONTRACTOR agrees to report on this Program Objective monthly.
4. All services will be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
5. All services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
6. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
7. CONTRACTOR shall provide multiple modalities of treatment including Individual, Group, and Collateral services.

8. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
9. CONTRACTOR shall emphasize short-term outcome-oriented Cognitive Behavioral Therapy approach whenever clinically appropriate.
10. CONTRACTOR may provide additional treatment modalities as authorized in writing by COUNTY.
11. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other legal or human service agencies involved in the services provided; and will provide clinical updates to the treating psychiatrist for clients on medication.
12. Shared Cases between CONTRACTOR and MCBH providers:
 - CONTRACTOR will collaborate with MCBH Psychiatrist or other assigned MCBH staff on a monthly or as needed basis regarding client attendance in therapy, progress towards goals, medication complaints, or other significant issues.
 - CONTRACTOR will continue to assess for level of care on a monthly basis.
 - CONTRACTOR will ensure all clients have treatment goals that include scaled or other easily measurable language.
 - Clients who have met or partially met their goals will be assessed for level of care and cases will either be closed or referred to Beacon Health Options (Beacon) for a lower level of care when clinically appropriate.
13. Before initiating services for walk-in or referred clients, CONTRACTOR will:
 - Review med screen by accessing <https://www.medical.ca.gov/Eligibility/Login.asp>. Clients with private insurance will be assisted to connect with that insurance.
 - Review Avatar for current open episodes. If the client is already open to ASOC or CSOC, CONTRACTOR will consult with contract monitor and/or referring team supervisor before initiating services.
14. All services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
15. CONTRACTOR shall provide and review with MCBH on a monthly and as-needed basis in order for CONTRACTOR to meet contracted goals:
 - Avatar reports
 - 711 Basic Billing report or 858 Program Service Information by Service Type
 - 316 Case Coordinator Master Compliance
 - Spreadsheet of clients not seen more than 60 days, including rationale and next steps
 - Spreadsheet of clients open over one year, including rationale and next steps
 - Group flyers, group attendance and specific client feedback

- Clinical review of 1 chart including compliance issues, appropriate “dosage” of services, level of care and usage of case management services (avatar Supervisory UR tool)
 - Clients specifically closed or stepped down to a lower level of care
 - Clients who have been referred to CONTRACTOR that will need to be referred back to MCBH
16. By April 25, 2018, three new groups will be added to CONTRACTOR’s available services.
 17. By May 25, 2018, contractor will add an additional two groups.
 18. CONTRACTOR will meet with MCBH to review numbers 12-15 on a monthly or as needed basis. This will also include a discussion of budget issues as well as barriers to meeting contracted goals.

D. Treatment Services

1. **Delivery Sites:**

- Family Service Center, 1178 Broadway Avenue Seaside, CA
- Family Service Center. 433 Salinas Street Salinas, CA
- Chinatown Health Services Center, Salinas
- Monterey County Behavioral Health,
 - 200 Broadway, Ste #88, King City, CA

2. **Hours of Operation:**

For Family Service Center sites – Monday through Friday, 8 a.m. to 5 p.m., and evenings and weekends by appointment.

For Chinatown Health Services Center, as mutually agreed upon with Franciscan Workers/Dorothy’s Kitchen.

Soledad and King City Offices: CONTRACTOR’S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR’S Executive Director. Approval of space will be based on availability and need.

E. Population/Catchment Area To Be Served

Monterey County Medi-Cal beneficiaries who meet the State criteria of eligibility for specialty outpatient mental health services.

F. Eligibility

All persons authorized by COUNTY will be eligible for services provided by CONTRACTOR. Written authorization will be provided for services and will specify the goals of treatment and time period.

CONTRACTOR may provide services to “walk-ins” in crisis, and clients from Genesis House, Off Main Clinic and Safe Place without prior authorization from COUNTY. These cases must be authorized by COUNTY before the fourth visit. G. Reauthorization of Services by CONTRACTOR:

For walk-ins, CONTRACTOR will complete a triage and assess the client to determine medical necessity (within clients 3rd session). If client meets moderate to severe level of care, CONTRACTOR will request additional sessions from the Behavioral Health Bureau Contract Monitor.

The transfer of reauthorization from COUNTY to CONTRACTOR shall take place in 3 phases and within 4 months of the execution of this agreement:

Phase I: CONTRACTOR shall identify Clinical staff who will be responsible for managing client cases and re-authorizations based on medical necessity and that most cases be resolved within the year of admission.

Phase II: CONTRACTOR shall ensure that clinical staff be phased in and trained to determine the most appropriate course of treatment for each client (i.e. medical necessity, service type and frequency of treatment). In addition, CONTRACTOR shall monitor clinical staff cases to ensure their clients meet medical necessity for additional services.

Phase III: COUNTY shall conduct a random case file review in order to determine any issues and/or successes in implementing phases I and II. If COUNTY determines that issues exist, then Phase I and/or II timeframes shall be extended until such time issues are remedied.

COUNTY and CONTRACTOR shall communicate on a Bi-Weekly basis to discuss any reauthorization issues. CONTRACTOR shall notify COUNTY on a quarterly basis any cases that will likely exceed the 1 year timeframe of services.

I. Client Description/Characteristics

All referrals will be Monterey County Medi-Cal Beneficiaries and others authorized by COUNTY. The age range for Mental Health Plan services is all ages.

J. Legal Status: Voluntary

K. Coverage: Outpatient services will be provided by appointment.

**PROGRAM 2:
MULTI-LINGUAL PARENTING SERVICES,
“PARENT EDUCATION PARTNERSHIP”**

A. Program Narrative

The Parent Education Partnership (PEP) consists of a lead agency (CONTRACTOR) and fiscal agent, Partners for Peace (P4P), and Soledad Unified School District/Adult School (SUSD). CONTRACTOR will subcontract with P4P and SUSD for the parent education services described herein. CONTRACTOR will also provide parent education services and case management as described herein. As lead agency, CONTRACTOR will coordinate all activities of the PEP, including planning, purchasing, contract management, billing of COUNTY, payment of subcontractors, service delivery, data collection and program evaluation.

B. Program Goals

1. Increase capacity for culturally and linguistically appropriate parent education opportunities in targeted areas of Monterey County. Strategies include:
 - a. As lead agency, CONTRACTOR will convene bimonthly meetings to assess progress, successes and challenges with the implementation of the curriculum.
 - b. The PEP will work closely with COUNTY to ensure parent educators and outreach staff has a firm grasp of the mental health system and resources available in the County.
 - c. Additional training needs of parent educators will be identified and be addressed.
2. Increase parenting skills of Spanish speaking and English speaking parents through their participation in an eight (8) to ten (10) week evidenced based curriculum targeted at parents of children ages two (2) to twelve (12) years with emotional/behavioral challenges using the following strategies:
 - a. The PEP members (CONTRACTOR, P4P and SUSD) will work closely together to share recruitment strategies, to insure that there is a well-balanced schedule of classes offered in English and Spanish at convenient locations and times. As lead agency, CONTRACTOR will email the schedule of County-wide classes quarterly to Behavioral Health, Department of Social Services, school districts, Head Start and Migrant Education with referral forms. Referred parents will be invited to attend the class most convenient for them. CONTRACTOR, P4P, and SUSD will be responsible for recruiting and notifying families of their next available class.
 - b. PEP will send press releases and public service announcements to English and Spanish-language media to announce the availability of parenting classes.

- c. PEP will conduct a minimum of twenty (20) eight to ten (8-10) week parent education classes for Spanish speaking and English speaking communities in Salinas, Seaside and South County for a minimum of two hundred fifty (250) parents, at times convenient for the families.
 - d. CONTRACTOR will facilitate discussion among PEP members and other parent education providers in Monterey County to explore broader collaboration and cooperation, including assessing and selecting a curriculum for parents of teens.
 - e. CONTRACTOR will register participants in classes, send reminders of class start dates, collect registration fees where applicable, issue course completion certificates, send hot sheets to referral sources if participants fail to attend class, keep and distribute a master calendar of classes, collect and report data to COUNTY, prepare and distribute program fliers and brochures, and conduct a minimum of four (4) outreach activities per year.
3. Increase parent awareness of mental health issues, and community resources using the following strategies:
- a. Based on input from parents and staff from CONTRACTOR, P4P, SUSD and COUNTY, PEP will develop four (4) to five (5) workshops on mental health issues to be offered Parent University. Topics will include, but not be limited to, Acculturation-Issues of Isolation; Stress-Affects and Options; and Community Support Services for Families. PEP will share curriculum with other key areas of Monterey County.
 - b. Utilizing the workshops, community awareness of mental health issues will be increased, and any stigma reduced. Also the workshops will serve as outreach for recruitment to the parenting class series.

C. Program Objectives

- 1. Provide parent education classes for a minimum of two hundred fifty (250) families per year using evidence-based curriculum specifically designed for children and youth with emotional/behavioral challenges.
- 2. Assure services are provided in culturally and linguistically competent settings.
- 3. Assure that the service-providing organization has the capacity (bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for all the people and diverse cultures in Monterey County; and that services are provided in an environment, physical and emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for.
- 4. Provide services at locations County-wide, and at times convenient for families.
- 5. Employ a family member who has, or has had a child in the Mental Health System. Alternatively, CONTRACTOR will collaborate with the Behavioral Services Family Partnership Program in the development of service delivery.
- 6. Three hundred (300) parents will attend one or more parent workshops on mental health issues and demonstrate increased knowledge of mental health issues and community resources available to help families.

D. Expected Outcomes

1. Recruit and train additional parent educators in an evidenced-based curriculum to ensure that the program will continue to serve English and Spanish-speaking families in Salinas, Seaside, South County and North County.
2. Additional training needs of the targeted parent educators-will be identified and met.
3. Eighty percent (80%) of parents will demonstrate increased parenting skills and confidence as measured by the selected curriculum's evaluation.

E. Reporting Requirements

CONTRACTOR will meet regularly with the designated Children's Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the State Department of Health Care Services (DHCS). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

**PROGRAM 3:
COMMUNITY PARTNERSHIP-HIV/AIDS**

A. Program Narrative

CONTRACTOR will work closely with Central Coast HIV/AIDS to reach out to the community and provide quality mental health services to individuals with HIV/AIDS or those at risk. CONTRACTOR will expand its mental health services provided to individuals with HIV/AIDS.

B. Program Goals, Outputs and Outcomes

1. Provide specialize mental health services to forty (40) individuals with HIV/AIDS or at high risk of HIV/AIDS.
2. Improve the mental health of individuals with HIV/AIDS by assessing the improvement in the mental health of sixty-five percent (65%) of the participants in at least two categories, as reported on the Matrix evaluation tool over a six (6) month period.
3. Conduct a minimum of one (1) specialized training for staff, network providers and the therapist community in HIV/AIDS issues in relation to mental health issues.

C. Program Objectives

1. Provide a part-time licensed mental health clinician who can supervise graduate level mental health interns and who will assist in the provision of mental health services for people with HIV or at high-risk of HIV infection.
2. Assure services are provided in culturally and linguistically competent settings.
3. Assure that the service-providing organization has the capacity (bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for all the people and diverse cultures in Monterey County; and that services are provided in an environment, physical and emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for.

4. Provide services at locations and at times convenient for clients. Ideally, services will be provided at physical health care provider/clinic locations.
5. Function as sole provider or in collaboration with COUNTY and/or other partners.
6. Include representation by a consumer, or a family member, of mental health services in service delivery planning and implementation.
7. Demonstrate capacity to leverage other funds including Medi-Cal and other third party payers.
8. CONTRACTOR shall provide and review with MCBH on a weekly basis:
 - Avatar reports
 1. 711 Basic Billing report or 858 Program Service Information by Service Type
 2. 316 Case Coordinator Master Compliance
 - Spreadsheet of clients not seen more than 60 days, including rationale and next steps
 - Spreadsheet of clients open over one year, including rationale and next steps
 - Group flyers, group attendance and specific client feedback
 - Clinical review of 1 chart including compliance issues, appropriate “dosage” of services, level of care and usage of case management services (avatar UR tool)
 - Clients specifically closed or stepped down to a lower level of care
 - Clients who have been referred to CONTRACTOR that will need to be referred back to MCBH
9. By April 25, 2018, three new groups will be added to CONTRACTOR’s available services.
10. By May 25, 2018, contractor will add an additional two groups.16. CONTRACTOR will meet with MCBH to review numbers 13-15 on a monthly basis. This will also include budget issues as well as barriers to meeting contracted goals.
11. Before initiating services for walk-in or referred clients, CONTRACTOR will:
 - Review med screen by accessing <https://www.medi-cal.ca.gov/Eligibility/Login.asp>. Clients with private insurance will be assisted to connect with that insurance.
 - Review avatar for current open episodes. If the client is already open to ASOC or CSOC, CONTRACTOR will consult with contract monitor and/or referring team supervisor before initiating services.
12. Shared Cases between CONTRACTOR and MCBH providers:
 - CONTRACTOR will collaborate with MCBH Psychiatrist or other assigned MCBH staff on a monthly or as needed basis regarding client attendance in therapy, progress towards goals, medication complaints, or other significant issues.
 - CONTRACTOR will notify and consult with the MCBH provider before a case is closed to CHS.
13. CONTRACTOR will continue to assess for level of care on a monthly basis.
14. CONTRACTOR will ensure all clients have treatment goals that include scaled or other easily measurable language.
15. Clients who have met or partially met their goals will be assessed for level of care and cases will either be closed or referred to Beacon for a lower level of care when clinically appropriate.

D. Treatment Services

1. Delivery Sites

- 1178 Broadway Avenue Seaside, CA
- 433 Salinas Street Salinas, CA

2. Hours of Operation:

For all sites – Monday through Friday, 8 a.m. to 5 p.m., and evenings and weekends by appointment.

E. Population/Catchment Area To Be Served

Monterey County residents with HIV/AIDS or those at high risk of HIV/AIDS infection.

K. Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements as set forth by the State Department of Health Care Services. COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

**PROGRAM 4:
COMMUNITY PARTNERSHIP-
GAY, LESBIAN, BISEXUAL & TRANSGENDER (GLBT) COUNSELING**

A. Program Narrative

CONTRACTOR in partnership with Central Coast HIV/AIDS Ministry will provide outreach, engagement and mental health counseling services for forty (40) Gay, Lesbian, Bi-Sexual and Transgender (GLBT) individuals.

B. Program Goals, Outputs and Outcomes

1. Provide specialized mental health services to forty (40) GLBT individuals.
2. Improve the mental health of GLBT individuals by assessing the improvement in the mental health of sixty-five percent (65%) of the participants in at least two categories, as reported on the Matrix evaluation tool over a six (6) month period.
3. Continue to use or improve the Matrix evaluation tool for use in measuring mental health improvements in GLBT individuals.
4. Conduct a minimum of two (2) specialized trainings for staff, network providers and the therapist community in GLBT issues in relation to mental health.

C. Program Objectives

1. Provide outreach, engagement and mental health individual and group counseling services at community based agencies for forty (40) Gay, Lesbian, Bi-Sexual and Transgender individuals annually.
2. Assure services are provided in culturally and linguistically competent settings.
3. Assure that the service-providing organization has the capacity (bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for all the people and diverse cultures in Monterey County; and that services are provided in an environment, physical and

emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for.

4. Provide services at locations and at times convenient to clients.
5. Function as sole provider or in collaboration with COUNTY and/or other partners.
6. Include representation by a consumer, or a family member, of mental health services in service delivery planning and implementation.
7. Demonstrate capacity to leverage other funds including Medi-Cal and other third party payers.
8. CONTRACTOR shall provide and review with MCBH on a weekly basis:
 - Avatar reports
 - 711 Basic Billing report or 858 Program Service Information by Service Type
 - 316 Case Coordinator Master Compliance
 - Spreadsheet of clients not seen more than 60 days, including rationale and next steps
 - Spreadsheet of clients open over one year, including rationale and next steps
 - Group flyers, group attendance and specific client feedback
 - Clinical review of 1 chart including compliance issues, appropriate “dosage” of services, level of care and usage of case management services (avatar UR tool)
 - Clients specifically closed or stepped down to a lower level of care
9. CONTRACTOR will meet with MCBH to review numbers 8 and 9 on a monthly basis. This will also include
 - budget issues
 - barriers to meeting contracted goals.
 - Clinical review of 1 chart including compliance issues, appropriate “dosage” of services, level of care and usage of case management services (avatar UR tool)
 - Outreach sites and successes
10. By April 15, 2018 CONTRACTOR will have added one additional group or noted where clients from Program 4 are attending groups initiated by Program 1.
11. Before initiating services for walk-in or referred clients, CONTRACTOR will:
 - Review med screen by accessing <https://www.medi-cal.ca.gov/Eligibility/Login.asp>. Clients with private insurance will be assisted to connect with that insurance.
 - Review avatar for current open episodes. If the client is already open to ASOC or CSOC, CONTRACTOR will consult with contract monitor and/or referring team supervisor before initiating services.
12. Shared Cases between CONTRACTOR and MCBH providers:
 - CONTRACTOR will collaborate with MCBH Psychiatrist or other assigned MCBH staff on a monthly or as needed basis regarding client attendance in therapy, progress towards goals, medication complaints, or other significant issues.
 - CONTRACTOR will notify and consult with the MCBH provider before a case is closed to CHS.
13. CONTRACTOR will continue to assess for level of care on a monthly basis.
14. CONTRACTOR will ensure all clients have treatment goals that include scaled or other easily measurable language.

15. Clients who have met or partially met their goals will be assessed for level of care and cases will either be closed or referred to Beacon for a lower level of care when clinically appropriate.

D. Treatment Services

1. Delivery Sites:

- 1178 Broadway Avenue Seaside, CA
- 433 Salinas Street Salinas, CA
-

2. Hours of Operation:

For all sites – Monday through Friday, 8 a.m. to 5 p.m., and evenings and weekends by appointment.

E. Population/Catchment Area To Be Served

Gay, Lesbian, Bi-Sexual and Transgender residents of Monterey County.

F. Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcome data regularly to COUNTY according to the requirements as set forth by the State Department of Health Care Services (DHCS). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

PROGRAM 5:

OUTPATIENT MENTAL HEALTH SERVICES / DSS

A. Program Narrative

CONTRACTOR will provide counseling treatment to individuals, couples and families referred by COUNTY through the Department of Social Services (DSS). Services will be available for a broad range of problems and issues and services will be provided through individual, family or group therapy. Licensed counselors and interns, or trainees under clinical supervision, will provide these services. Services will be offered to Medi-Cal and non Medi-Cal residents of Monterey County.

B. Program Goal

All services are intended to enable the individual, couple and/or family to overcome impairments to functioning, which include, but are not limited to obstacles of employability, as identified by COUNTY.

C. Program Objectives

1. All referrals shall be contacted by CONTRACTOR within five (5) business days after receipt of each referral and offered an appointment within ten (10) business days of date of referral, or, in the event of a waiting list, interim services will be offered. CONTRACTOR agrees to report on this Program Objective monthly.
2. All services will be provided at a location and time that is convenient for the individual, couple or family to the extent possible, consistent with organizational capacity.
3. All services will be provided in the client's preferred language. Friend or family members

will not be expected to translate.

D. Treatment Services

1. Delivery Sites:

- 1178 Broadway Ave. Seaside, CA
- 433 Salinas Street Salinas, CA
- 715 Jefferson St., Salinas, CA 93905

2. Hours of Operation:

For all sites – Monday through Friday, 8 a.m. to 5 p.m., and evenings and weekends by appointment.

E. Population/Catchment Area To Be Served

All Monterey County residents seeking services through DSS and subsequently are assessed and referred to outpatient care with CONTRACTOR by COUNTY.

F. Eligibility

All persons authorized by COUNTY will be eligible for services provided by CONTRACTOR. Written authorization will be provided for services and will specify the goals of treatment and time period

G. Limitation of Service/Prior Authorization

Referrals will initiate from the DSS. COUNTY will then assess and refer client(s) to outpatient care with CONTRACTOR. CONTRACTOR shall use a Request for Authorization Form provided by COUNTY to request services beyond the initial period. The Utilization Review Committee meets weekly and will respond to requests for authorization of additional services during its weekly meetings. Re-authorizations will be contingent upon documented medical necessity.

H. Client Description/Characteristics

All referrals will be Monterey County Medi-Cal beneficiaries and non Medi-Cal clients that have been pre-screened for potential eligibility by the DSS. This service is available to all residents in Monterey County.

I. Legal Status - Voluntary.

J. Coverage - Outpatient services will be provided by appointment.

**PROGRAM 6:
STREET OUTREACH PROGRAM (SOP)**

A. Program Narrative

CONTRACTOR will provide street-based outreach services to run away and homeless youth.

B. Program Goals

All services are intended to provide basic aide, offer safe exits from the street, and reduce the risk of harm by providing comprehensive services.

1. Provide outreach services to approximately 120-300 runaway and homeless youth. These services are to include (but not limited to):
 - a. Provide food, clothing, temporary shelter, a 24-hour helpline, and street outreach.
 - b. Provide crisis resolution counseling, family reunification or alternate placement.
 - c. Provide education about sexual safety and violence, substance abuse prevention/intervention, and anger management classes.
 - d. Provide assistance with identification, benefits, employment, and education. Case coordination with social services, probation, behavioral health, schools, law enforcement and other service providers.
 - e. Provide information and referrals to other community services.
 - f. Provide mentoring and aftercare.
2. Assure services are provided in culturally and linguistically competent settings.
3. Assure that the service-providing organization has the capacity to deliver services in a manner that is culturally competent and linguistically appropriate for all the people and diverse cultures in Monterey; and that services are provided in an environment, physical and emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for.

D. Treatment Services

Delivery Sites:

590 Pearl Street Monterey, CA 93940

715 Jefferson St., Salinas, CA 93905

E. Population/Catchment Area to be Served

Runaway and homeless youth ages 11 to 24 on the Monterey Peninsula. This area to include Moss Landing, Marina, Seaside, Monterey, Pacific Grove, Carmel, Big Sur, Carmel Valley and points in between.

F. Legal Status- Voluntary

G. Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the State Department of Health Care Services (DHCS). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DHCS and COUNTY.

IV. DESIGNATED CONTRACT MONITOR

Kacy Carr, Behavioral Health Services Manager
 Monterey County Health Dept. Behavioral Health Bureau
 1270 Natividad Rd. Salinas, CA 93906
 (831) 755-8941

AMENDMENT NO. 3 TO EXHIBIT B

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursed (CR) with upper limit established in contract.

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

CONTRACTOR shall be reimbursed the following rates per CPT code or the actual cost of providing the services, whichever is less, or at rate indicated, and be subject to all the cost report provisions set forth in Section XIII of this Agreement.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G – Behavioral Health Cost Reimbursement Invoice for the appropriate program.

Payment Method is Rate X Minutes. Rate schedules and the maximum annual liability for each program are as follows:

PROGRAM ONE: Access to Outpatient Services: Annual Service Budget

Service Description	Mode of Service (MOS)	Service Function Code (SFC)	Rate	FY 2016-17		FY 2017-18		FY 2018-19	
				Est. Units	FY Total	Est. Units	FY Total	Est. Units	FY Total
				Evaluation/Assessment	15	30	\$2.53	72,854	\$184,321
Individual Psychotherapy	15	40	\$2.53	180,260	\$456,058	193,588	\$489,777	146,989	\$371,881
Collateral	15	10	\$2.53	18,033	\$45,624	20,009	\$50,624	18,033	\$45,624
Group Psychotherapy	15	50	\$2.53	7,890	\$19,961	19,713	\$49,875	14,795	\$37,432
Plan Development	15	45	\$2.53	20,906	\$52,891	21,028	\$53,201	20,031	\$50,679
Case Management	15	1	\$1.17	6,942	\$8,122	34,188	\$41,000	8,280	\$9,683
PROGRAM 1 -									
TOTAL MAXIMUM AGREEMENT AMOUNT PER FY					\$766,977		\$885,348		\$699,620

**PROGRAM TWO: Multi-Lingual Parenting Services, "Parent Education Partnership":
Annual Service Budget**

<i>(1/12th Paid Monthly)</i>			
Service Description	Fiscal Year (FY)	Monthly Rate	PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT PER FY
Parent Education Partnership	FY 2016-17	\$14,331.25	\$171,975
	FY 2017-18	\$14,331.25	\$171,975
	FY 2018-19	\$14,331.25	\$171,975

PROGRAM THREE: Community Partnership- HIV/AIDS (Medi-Cal & Non Medi-Cal)

<i>(Medi-Cal)</i>							
Service Description	MOS	SFC	Est. units Per FY 2016-19	Rate	FY 2016-17	FY 2017-18	FY 2018-19
Evaluation/Assessment	15	30	1,683	\$2.53	\$4,259	\$4,259	\$4,259
Individual Psychotherapy	15	40	5,453	\$2.53	\$13,797	\$13,797	\$13,797
Group Psychotherapy	15	50	734	\$2.53	\$1,857	\$1,857	\$1,857
Plan Development	15	45	902	\$2.53	\$2,283	\$2,283	\$2,283
Collateral	15	10	789	\$2.53	\$1,997	\$1,997	\$1,997
Case Management	15	1	600	\$1.17	\$702	\$702	\$702
Total Medi-Cal Agreement Amount per FY					\$24,895	\$24,895	\$24,895
<i>(Non Medi-Cal)</i>							
Service Description	MOS	SFC	Est. units Per FY 2016-19	Rate	FY 2016-17	FY 2017-18	FY 2018-19
Evaluation/Assessment	15	30	1,924	\$2.53	\$4,867	\$4,867	\$4,867
Individual Psychotherapy	15	40	2,191	\$2.53	\$5,544	\$5,544	\$5,544
Group Psychotherapy	15	50	225	\$2.53	\$570	\$570	\$570
Plan Development	15	45	341	\$2.53	\$862	\$862	\$862
Collateral	15	10	300	\$2.53	\$758	\$758	\$758
Case Management	15	1	210	\$1.17	\$246	\$246	\$246
Total Non Medi-Cal Agreement Amount per FY					\$12,847	\$12,847	\$12,847
<i>(1/12th Paid Monthly)</i>							
Service Description	Fiscal Year		Monthly Rate		Total Amount per FY		
Outreach & Engagement- Drop-in Social Model Group Counseling	FY 2016-17				\$176.41		\$2,117
	FY 2017-18				\$176.41		\$2,117
	FY 2018-19				\$176.41		\$2,117
PROGRAM 3 – TOTAL MAXIMUM AGREEMENT AMOUNT PER FY					FY 2016-17	FY 2017-18	FY 2018-19
<i>(Medi-Cal, Non Medi-Cal, and 1/12 Payment)</i>					\$39,859	\$39,859	\$39,859

PROGRAM FOUR: Community Partnership - Gay, Lesbian, Bisexual & Transgender Counseling

<i>(Medi-Cal)</i>									
Service Description	MOS	SFC	Est. units Per FY 17-18	Est. units Per FY 18-19	Rate	FY 2016-17	FY 2017-18	FY 2018-19	
Evaluation/Assessment	15	30	1,984	1,984	\$2.53	\$5,019	\$5,019	\$5,019	
Individual Psychotherapy	15	40	6,492	6,492	\$2.53	\$16,425	\$16,425	\$16,425	
Group Psychotherapy	15	50	3,504	814	\$2.53	\$2,059	\$8,864	\$2,059	
Plan Development	15	45	2,001	925	\$2.53	\$2,340	\$5,062	\$2,340	
Case Management	15	1	2,151	600	\$1.17	\$702	\$2,517	\$702	
Total Medi-Cal Agreement Amount per FY						\$26,545	\$37,887	\$26,545	
<i>(Non Medi-Cal)</i>									
Service Description	MOS	SFC	Est. units Per FY 17-18	Est. units Per FY 18-19	Rate	FY 2016-17	FY 2017-18	FY 2018-19	
Evaluation/Assessment	15	30	842	842	\$2.53	\$2,130	\$2,130	\$2,130	
Individual Psychotherapy	15	40	2,813	2,813	\$2.53	\$7,118	\$7,118	\$7,118	
Group Psychotherapy	15	50	3,015	326	\$2.53	\$824	\$7,629	\$824	
Plan Development	15	45	1,470	394	\$2.53	\$997	\$3,719	\$997	
Case Management	15	1	1,762	210	\$1.17	\$246	\$2,061	\$246	
Total Non Medi-Cal Agreement Amount per FY						\$11,315	\$22,657	\$11,315	
<i>(1/12 Paid Monthly)</i>									
Service Description	Fiscal Year				Monthly Rate	Total Amount per FY			
Outreach Program	FY 2016-17				\$2,437.93	\$29,256			
	FY 2017-18				\$2,437.93	\$29,256			
	FY 2018-19				\$2,437.93	\$29,256			
<i>(1/12th Paid Monthly)</i>									
Service Description	Fiscal Year				Monthly Rate	Total Amount per FY			
Drop-In Social Model Group Counseling	FY 2016-17				\$176.41	\$2,117			
	FY 2017-18				\$176.41	\$2,117			
	FY 2018-19				\$176.41	\$2,117			
PROGRAM 4 -									
TOTAL MAXIMUM AGREEMENT AMOUNT PER FY									
<i>(Medi-Cal, Non Medi-Cal, and 1/12th Payment)</i>						\$69,233	\$91,917	\$69,233	

PROGRAM FIVE: Outpatient Mental Health Services/DSS

Service Description	MOS	SFC	Est. units	Rate	FY 2016-17	FY 2017-18	FY 2018-19
Evaluation/Assessment	15	30	842	\$2.53	\$2,130	\$2,130	\$2,130
Individual Psychotherapy, Collateral	15	10, 40	2,164	\$2.53	\$5,476	\$5,476	\$5,476
Group Psychotherapy	15	50	89	\$2.53	\$225	\$225	\$225
Plan Development	15	45	262	\$2.53	\$664	\$664	\$664
Anger Management / Domestic Violence			1,731	\$0.49	\$848	\$848	\$848
PROGRAM 5 -							
TOTAL MAXIMUM AGREEMENT AMOUNT PER FY					\$9,343	\$9,343	\$9,343

PROGRAM SIX: Street Outreach Program (SOP)

<i>(1/12th Paid Monthly)</i>			
Service Description	Fiscal Year	Monthly Rate	PROGRAM 6: TOTAL MAXIMUM AGREEMENT AMOUNT PER FY
Street Outreach Program	FY 2016-17	\$2,704	\$32,448
	FY 2017-18	\$2,704	\$32,448
	FY 2018-19	\$2,704	\$32,448

SUMMARY OF ANNUAL SERVICE BUDGET PER PROGRAM:

Programs	FY 2016-17	FY 2017-18	FY 2018-19
Program 1: Access to Outpatient Services	\$766,977	\$885,348	\$699,620
Program 2: Multi-lingual Parenting	\$171,975	\$171,975	\$171,975
Program 3: Community Partnership: HIV/AIDS	\$39,859	\$39,859	\$39,859
Program 4: Community Partnership: GLBT	\$69,233	\$91,917	\$69,233
Program 5: Outpatient/DSS	\$9,343	\$9,343	\$9,343
Program 6: Street Outreach Programs (SOP)	\$32,448	\$32,448	\$32,448
Total Program Amounts per FY	\$1,089,835	\$1,230,890	\$1,022,478

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 as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was

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

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

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 **\$3,343,203** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2016 to June 30, 2017	\$1,089,835
July 1, 2017 to June 30, 2018	\$1,230,890
July 1, 2018 to June 30, 2019	\$1,022,478
TOTAL MAXIMUM LIABILITY	\$3,343,203

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards

COUNTY'S maximum liability under this Agreement.

- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- 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."