

AMENDMENT NO. 1 TO AGREEMENT A-11771

This Amendment No. 1 to Agreement A-11771 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-11771 dated July 16, 2010 (Agreement); and

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

1. In FY 2012-13, add Program Six: Street Outreach Program including units of service and funding.
2. In FY 2012-13, increase units of service and funding for Program One: Access to Outpatient Services.

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-11771 is replaced with Amendment No. 1 to EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A-1.
2. EXHIBIT B of Agreement A-11771 is replaced with Amendment No. 1 to EXHIBIT B-1. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 1 to EXHIBIT B-1.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No. 1 to EXHIBIT B-1, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,478,400.**
4. The effective date of this Amendment is October 1, 2013.
5. All other terms and conditions of Agreement A-11771 shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-11713 as of the day and year written below.

COUNTY OF MONTEREY
By: Mike Derr, Contracts/Purchasing Officer
Date:
By: Ray Bullick, Director of Health
Date:
<i>Approved as to Form</i>
By: Stacy Saetta, Deputy County Counsel ²
Date:
<i>Approved as to Fiscal Provisions</i>
By: Gary Giboney, Auditor-Controller
Date:
<i>Approved as to Liability Provisions</i>
By: Steve Mauck, Risk Management ¹
Date:

Community Human Services
By: Robin McCrae, Chief Executive Officer
Date:
By: Cedric Otsuki, Chief Financial Officer
Date:

<i>Approved as to Content</i>
By: Wayne Clark, Behavioral Health
Date:

¹INSTRUCTIONS: 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.

²Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

Approval by County Counsel is necessary only if changes are made to the standard provisions of the MHSA.

AMENDMENT NO. 1 TO EXHIBIT A-1

PROGRAM DESCRIPTIONS

I. IDENTIFICATION OF PROVIDER

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

II. INCORPORATION STATUS/TYPE OF FACILITY LICENSE

Not-for-Profit Corporation/Medi-Cal Certified.

III. PROGRAM NARRATIVES AND SERVICES DESCRIPTIONS:

PROGRAM ONE: 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 Division (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 three hundred fifty (350) clients annually.
2. All referrals shall be contacted by CONTRACTOR within ten (10) business days after receipt of each referral and offered an appointment within twenty (20) 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.
3. 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.
4. All services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
5. 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.
6. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
7. CONTRACTOR shall provide individual treatment modalities for beneficiaries as authorized by COUNTY.

8. CONTRACTOR shall emphasize short-term outcome-oriented Cognitive Behavior Therapy approach whenever clinically appropriate.
9. CONTRACTOR may provide additional treatment modalities as authorized in writing by COUNTY.
10. All services shall be coordinated with other service providers, including primary health care services and the assigned psychiatrist.
11. 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.

D. Treatment Services

1. Delivery Sites:

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

2. Hours of Operation:

- a. 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 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.

G. Limitation of Service/Prior Authorization

Referrals will initiate from COUNTY and prior authorization for services will be provided based upon medical necessity, with initial authorization of six (6) individual sessions to be provided within six (six) months of the clients entering the program. CONTRACTOR shall use a Request for Authorization Form provided by COUNTY to request services beyond the initial authorization. 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. Reauthorization of Services

If psychiatric symptoms persist and there is a targeted treatment plan, and the client is making documented progress which is defined as a change in behavior or cognitive shift; then Contractor may request from the designated BH Contract Monitor additional services. Therapists may request up to six (6) individual

sessions. Contractor will present a completed Request for Reauthorization form at the Utilization Review Committee Meeting for review and consideration for approval.

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.

L. Designated Contract/Services Monitor

Pedro Perez

Behavioral Health Service Manager, Integrated Services

1441 Constitution Blvd.

Salinas, CA 93906

(831) 796-1700

PROGRAM TWO: 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 and Employment 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 Mental Health (DMH). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DMH and COUNTY.

F. Designated Contract/Services Monitor

Dana Edgull
Behavioral Health Services Manager
951 Blanco
Salinas, CA 93901
(831) 784-2150

PROGRAM THREE: 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.

D. Treatment Services

1. Delivery Sites

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

2. Hours of Operation:

- a. 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.

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 COUNTY and prior authorization for services will be provided based upon medical necessity. 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 - Monterey County residents with HIV/AIDS or those at high risk of HIV/AIDS infection.

I. Legal Status - Voluntary.

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

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 Mental Health. COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DMH and COUNTY.

L. Designated Contract/Services Monitor

Pedro Perez
Behavioral Health Services Manager, Integrated Services
1441 Constitution Blvd.
Salinas, CA 93906
(831) 796-1700

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

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.

D. Treatment Services

1. Delivery Sites:

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

2. Hours of Operation:

- a. 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 Mental Health (DMH). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DMH and COUNTY.

G. Designated Contract/Services Monitor

Pedro Perez
Behavioral Health Services Manager, Integrated Services
1441 Constitution Blvd.
Salinas, CA 93906
(831) 796-1700

PROGRAM FIVE: 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 and Employment Services (DSES). 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 ten (10) business days after receipt of each referral and offered an appointment within twenty (20) 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

2. Hours of Operation:

- a. 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 DSES 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 DSES. 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 DSES. This service is available to all residents in Monterey County.

I. Legal Status - Voluntary.

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

K. Designated Contract/Services Monitor

Pedro Perez

Behavioral Health Services Manager, Integrated Services

1441 Constitution Blvd.

Salinas, CA 93906

(831) 796-1700

PROGRAM SIX: STREET OUTREACH PROGRAM (SOP)

A. Program Narrative

Community Human Services (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.

C. Program Objectives

1. Provide outreach services to approximately 225 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
1. Delivery Sites
590 Pearl Street
Monterey, CA 93940
- 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 Mental Health (DMH). COUNTY will provide to CONTRACTOR the reporting requirements, forms and instructions as required by DMH and COUNTY.
- H. Designated Contract/Services Monitor
Dana Edgull
Behavioral Health Services Manager
Monterey County Behavioral Health
951 Blanco Circle
Salinas, CA 93901

AMENDMENT NO. 1 TO EXHIBIT B-1

BILLING AND PAYMENT PROVISIONS

MAXIMUM OBLIGATION OF THE COUNTY

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.

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 below.

1. During the period **July 1, 2010 through June 30, 2012 the annual maximum** obligation of the COUNTY for services provided hereunder shall be no greater than **\$442,800.**
2. During the period **July 1, 2012 through June 30, 2013 the annual maximum** obligation of the COUNTY for services provided hereunder shall be no greater than **\$592,800.**
3. The total maximum obligation by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **ONE MILLION FOUR HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$1,478,400).**

PAYMENT TYPE

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

PAYMENT CONDITIONS

1. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, and Behavioral Health Division. Specifically, CONTRACTOR shall submit claims on a form acceptable to COUNTY, set forth as Exhibit C - Behavioral Health Cost Reimbursement Invoice, except that for Program One, Access to Outpatient Services, CONTRACTOR shall also submit a Mental Health Insurance Claim Form as set forth in Exhibit H, in addition to Exhibit C. CONTRACTOR shall submit so as to reach COUNTY no later than ten (10) days following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices for services provided in one fiscal year, submitted in the following fiscal year will be paid from the following fiscal year's contract amount unless the contract is appropriately amended.
2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
3. 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-Controllers Office. The Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
4. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the

reason for the payment made. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

- For Access to Outpatient Services, CONTRACTOR shall not submit for payment claims for clients who are not Medi-Cal beneficiaries, including those beneficiaries whose Medi-Cal benefits have been discontinued for more than two (2) treatment service visits.

PAYMENT RATES

- 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 C – Behavioral Health Cost Reimbursement Invoice for the appropriate program.
- Payment Method is Rate X Units. Rate schedules and the maximum annual liability for each program is as follows:

PROGRAM ONE: Access to Outpatient Services: Annual Service Budget

July 1, 2010 to June 30, 2012

Service Description	CPT Code	Service Function Code	Annual Estimated Units	Annual Total Amount
Evaluation/Assessment	90801	30	204	\$26,520
Individual Psychotherapy	90807	40	1,027	\$133,510
Family Therapy	90846/90847	40	103	\$13,390
Group Psychotherapy	90853	50	484	\$19,360
Case Management, Brokerage (15 minute increments)	90882	1	108	\$1,620
TOTAL PROGRAM ONE ANNUAL SERVICE BUDGET				\$ 194,400

July 1, 2012 to June 30, 2013

Service Description	CPT Code	Service Function Code	Annual Estimated Units	Annual Total Amount
Evaluation/Assessment	90801	30	298	\$38,740
Individual Psychotherapy	90806/90807	40	1,503	\$195,390
Family Therapy	90846/90847	40	150	\$19,500
Group Psychotherapy	90853	50	710	\$28,400
Case Management, Brokerage (15 minute increments)	90882	1	158	\$2,370
TOTAL PROGRAM ONE ANNUAL SERVICE BUDGET				\$ 284,400

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

Multi-Lingual Parenting Services "Parent Education Partnership" (1/12th paid monthly)	\$147,000
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PROGRAM THREE: Community Partnership- HIV/AIDS (Medi-Cal & Non Medi-Cal)

MEDI-CAL

Service Description	S.F. Code	Payment Rate	Annual Estimated Units	Annual Total Budget
Evaluation/Assessment	30	\$130.00	30	\$4,030
Individual Psychotherapy	40	\$130.00	114	\$14,820
Group Psychotherapy	50	\$40.00	64	\$2,570
TOTAL PROGRAM THREE ANNUAL MEDI-CAL BUDGET				\$21,420

NON MEDI-CAL

Service Description	S.F. Code	Payment Rate	Annual Estimated Units	Annual Total Budget
Evaluation/Assessment	30	\$130.00	33	\$4,290
Individual Psychotherapy	40	\$130.00	45	\$5,850
Group Psychotherapy	50	\$40.00	21	\$840
TOTAL PROGRAM THREE ANNUAL MEDI-CAL BUDGET				\$10,980

PROGRAM THREE OUTREACH & ENGAGEMENT	Monthly	Annual
Drop-in Social Model Group Counseling (1/12 th paid monthly)	150	1,800

TOTAL PROGRAM THREE ANNUAL SERVICE BUDGET:	\$ 34,200
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PROGRAM FOUR: Community Partnership - Gay, Lesbian, Bisexual & Transgender Counseling

MEDI-CAL

Service Description	CPT Code	S.F. Code	Payment Rate	Annual Estimated Units	Annual Total Budget
Evaluation/Assessment	90801	30	\$130.00	35	\$4,536
Individual Psychotherapy	90806/90807	40	\$130.00	122	\$15,876
Group Psychotherapy	90853	50	\$40.00	57	\$2,268
TOTAL PROGRAM FOUR ANNUAL MEDI-CAL SERVICE BUDGET:					\$22,680

NON MEDI-CAL

Service Description	CPT Code	S.F.	Payment Rate	Annual Estimated Units	Annual Total Budget
		Code			
Evaluation/Assessment	90801	30	\$130.00	15	\$1,944
Individual Psychotherapy	90806/90807	40	\$130.00	52	\$6,804
Group Psychotherapy	90853	50	\$40.00	24	\$972
TOTAL PROGRAM FOUR NON MEDI-CAL SERVICE BUDGET:					\$9,720

PROGRAM FOUR OUTREACH & OTHER	Monthly	Annual
Outreach Program (1/12th payment)	2,083	25,000
Drop-in Social Model Group Counseling (1/12 th paid monthly)	150	1,800
Total Non Medi-Cal Budget	\$ 2,233	\$ 26,800

TOTAL PROGRAM FOUR ANNUAL SERVICE BUDGET:	\$ 59,200
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PROGRAM FIVE: Outpatient Mental Health Services/DSS

Service Description	CPT Code	S.F. Code	Payment Rate	Annual Estimated Units	Annual Total Budget
Evaluation/Assessment	90801	30	\$130.00	14	\$1,840
Individual Psychotherapy, Family Therapy	90806/90807 90846 90847	40	\$130.00	40	\$5,200
Group Psychotherapy	90853	50	\$40.00	6	\$240
Anger Management / Domestic Violence			\$25.00	29	\$720
TOTAL PROGRAM FIVE ANNUAL SERVICE BUDGET:					\$8,000

PROGRAM SIX: Street Outreach Program (SOP)

October 1, 2012 to June 30, 2013

Payment Period	Approximate # of Youth	Payment Rate
October 1, 2012 to December 31, 2012	75	\$20,000
January 1, 2013 to March 31, 2013	75	\$20,000
April 1, 2013 to June 30, 2013	75	\$20,000
TOTAL PROGRAM SIX ANNUAL SERVICE BUDGET:		\$60,000

SUMMARY OF ANNUAL SERVICE BUDGET PER PROGRAM:

July 1, 2010 to June 30, 2012

PROGRAM	ANNUAL BUDGET
Program 1: ACCESS TO OUTPATIENT SERVICES	\$ 194,400
Program 2: MULTI-LINGUAL PARENTING	\$ 147,000
Program 3: COMMUNITY PARTNERSHIP: HIV/AIDS	\$ 34,200
Program 4: COMMUNITY PARTNERSHIP: GLBT	\$ 59,200
Program 5: OUTPATIENT/DSES	\$ 8,000
ANNUAL TOTAL SERVICE BUDGET FOR ALL PROGRAMS:	\$ 442,800

July 1, 2012 to June 30, 2013

PROGRAM	ANNUAL BUDGET
Program 1: ACCESS TO OUTPATIENT SERVICES	\$284,400
Program 2: MULTI-LINGUAL PARENTING	\$ 147,000
Program 3: COMMUNITY PARTNERSHIP: HIV/AIDS	\$ 34,200
Program 4: COMMUNITY PARTNERSHIP: GLBT	\$ 59,200
Program 5: OUTPATIENT/DSES	\$ 8,000
Program 6: STREET OUTREACH PROGRAM	\$60,000
ANNUAL TOTAL SERVICE BUDGET FOR ALL PROGRAMS:	\$ 592, 800

Payment Method

1. COUNTY will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement.

2. CONTRACTOR will submit a monthly claim for services rendered to:

Monterey County Health Department
Behavioral Health Division
1270 Natividad Road, Room 200
Salinas, CA 93906
ATTN: Accounts Payable

Certification and Payment of Claim by COUNTY

COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days of receipt of claim.

Disputed Payment Amount

If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's 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 dispute until the parties have met and attempted to resolve the dispute in person.