

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT A-14726
BETWEEN COUNTY OF MONTEREY AND
ODD FELLOW – REBEKAH CHILDREN’S HOME OF CALIFORNIA, INC.**

The **AMENDMENT NO. 1** is made to AGREEMENT A-14726 by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **ODD FELLOW – REBEKAH CHILDREN’S HOME OF CALIFORNIA, INC.**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14726 for the provision of mental health and residential services for children in the amount of \$3,778,251 for the term July 1, 2020 through June 30, 2023; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add additional mental health and support services to Program 2: Hospital Diversion for a revised total AGREEMENT amount of \$3,780,294 for the same term July 1, 2020 through June 30, 2023.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-14726 in the following manner:

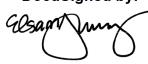
1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS. All references in the AGREEMENT in EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this AGREEMENT.
4. This AMENDMENT NO. 1 shall be effective November 1, 2020.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on June 11, 2020.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 to AGREEMENT A-14726 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

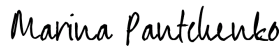
Date: _____

DocuSigned by:

By: _____
C7A30BA60CA8423...
Department Head (if applicable)


Date: 11/17/2020 | 12:47 PM PST

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹
DocuSigned by:

By: _____
65EE9F1502BD412...
County Counsel

Date: 11/16/2020 | 4:56 PM PST

Approved as to Fiscal Provisions²
DocuSigned by:

By: _____
D38348FEC1D8440...
Auditor/Controller


Date: 11/16/2020 | 5:31 PM PST

Approved as to Liability Provisions³
By: _____
Risk Management

Date: _____

CONTRACTOR

**ODD FELLOW - REBEKAH
CHILDREN'S HOME OF
CALIFORNIA, INC.**


Contractor's Business Name*
DocuSigned by:

By: _____
97431AD08340466

(Signature of Chair, President, or Vice-president) *

Christophe Rebboah CEO

Name and Title

Date: 11/13/2020 | 4:31 PM PST

DocuSigned by:

By: _____
117C2BE7610046C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Elsa Dahl CFO

Name and Title

Date: 11/13/2020 | 4:43 PM PST

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

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

²Approval by Auditor-Controller is required

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

**EXHIBIT A-1:
PROGRAM DESCRIPTION**

**PROGRAM 1:
RESIDENTIAL TREATMENT SERVICES**

I. IDENTIFICATION OF PROVIDER

Odd Fellow - Rebekah Children's Home of California, Inc.
290 IOOF Avenue
Gilroy, CA 95020
(408) 846-2100

II. PROGRAM NARRATIVE

The Residential Treatment Program provides Mental Health Services, Medication Support, Crisis Intervention, and Case Management to youth who require the highest level of residential care or would require periodic inpatient hospitalization, placement at out-of-state facilities, or in a juvenile justice facility. The program is a twelve (12) bed facility licensed by the State of California Department of Social Services as a Short Term Residential Therapeutic Program.

III. PROGRAM GOALS

To return youth to living at home or to a lower level of care by reducing emotional / behavioral symptoms.

IV. PROGRAM OBJECTIVES

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's community.
- C. Improve academic achievement.

V. OUTCOME OBJECTIVES

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

VI. TREATMENT SERVICES

A. Modes of Services: Outpatient

CONTRACTOR is Medi-Cal certified to provide the following Specialty Mental Health services, as medically necessary. A Unit of Service (UOS) is a minute.

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

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

B. Residential Services:

CONTRACTOR is licensed as Short Term Residential Therapeutic Program (STRTP) to provide residential services with a mental health delivery model consistent with regulations. A UOS is a day.

C. Delivery Site:

290 IOOF Avenue Gilroy, CA 95020

D. Hours of Operation:

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

VII. TARGET POPULATION

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

VIII. FINANCIAL ELIGIBILITY

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

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

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

Mental Health Services require prior authorization. Medication Support, beyond two (2) visits per month, requires prior authorization. The contracted duration of treatment is limited to one (1) year; any extension requires consultation with the COUNTY Case Manager and approval of the Contract Monitor.

X. CLIENT DESCRIPTION/CHARACTERISTICS

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

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

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

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

XI. LEGAL STATUS

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

XII. REPORTING REQUIREMENTS

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

XIII. DESIGNATED CONTRACT MONITOR

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

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**PROGRAM 2:
HOSPITAL DIVERSION**

I. IDENTIFICATION OF PROVIDER

Odd Fellow - Rebekah Children's Home of California, Inc.
290 IOOF Avenue
Gilroy, CA 95020
(408) 846-2100

II. PROGRAM NARRATIVE

The Hospital Diversion program is a short term therapeutic residential alternative to psychiatric hospital care serving a co-ed population of youth ages 6-17 who are experiencing a wide range of acute psychiatric crisis. Hospital Diversion services prevents hospitalization or provides a step-down transition from a hospital setting. The Hospital Diversion program is designed to assess and support the full range of a child/youth and family's needs through participation in an intensive interdisciplinary assessment in order to understand their needs and provide intensive support to bring youth home as soon as possible

III. PROGRAM GOALS

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

IV. PROGRAM OBJECTIVES

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's community.
- C. Improve academic achievement.

V. OUTCOME OBJECTIVES

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

VI. TREATMENT SERVICES

A. Mode of Service:

1. Room and Board services include the following. A Room and Board Unit of Services (UOS) is per day.
 - Residential Treatment
 - Individual Therapy
 - Group Therapy
 - Parent Counseling
 - Collateral
 - Case Management/Brokerage
 - Crisis Intervention
 - Medication Support
 - Assessment
2. Staff 1:1 Support – A Unit of Service (UOS) is per minute
3. Therapeutic Behavioral Services (TBS) 1:1 Support – CONTRACTOR is Medi-Cal certified to provide this Specialty Mental Health Service, as medically necessary. A Unit of Service (UOS) is per minute.

B. Delivery Site:

290 IOOF Avenue Gilroy, CA 95020

C. Hours of Operation:

Hospital Diversion program shall operate twenty-four (24) hours a day, seven (7) days a week.

VII. TARGET POPULATION

This current agreement is for three (3) eligible residents of Monterey County. New eligible residents of Monterey County referred to the Hospital Diversion Program will require an amendment to this agreement.

VIII. FINANCIAL ELIGIBILITY

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County Inter-Agency Placement Committee or any youth that have been placed through the Individualized Education Plan (IEP).

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Director or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbances, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The services provided, and the length of stay will depend on acuity and IEP.

X. CLIENT DESCRIPTION/CHARACTERISTICS

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

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

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

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

XI. LEGAL STATUS

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

XII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:

1. Total number of children/youth served
2. Number of CFT meetings attended per quarter
3. Number of children/youth who have returned to lower levels of care
4. Report on each Outcome Objective in Section V.

XIII. DESIGNATED CONTRACT MONITOR

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

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**PROGRAM 3:
PARTIAL HOSPITALIZATION PROGRAM**

I. IDENTIFICATION OF PROVIDER

Odd Fellow - Rebekah Children's Home of California, Inc.
290 IOOF Avenue
Gilroy, CA 95020
(408) 846-2100

II. PROGRAM NARRATIVE

The Partial Hospitalization Program is a short-term full day program designed to assess and stabilize children and adolescents between the ages of 6 and 17 with a wide range of acute psychiatric crisis including self-harm behaviors, suicidal ideation, and or behavioral issues impacting the safety of others, especially caregivers. Program services are to prevent hospitalization or provide a step-down transition from a hospital setting to home. The Partial Hospitalization Program is structured with intensive individualized treatment from clinicians, psychiatrists, and nurses using a multi-disciplinary approach, allowing youth to receive acute care while residing in their homes or other community placement.

III. PROGRAM GOAL

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

IV. PROCESS OBJECTIVES

- A. CONTRACTOR shall provide on-site psychiatry, psycho pharmacological, nursing services, intensive individual psychotherapy combined with group work and activities, and milieu therapy. Youth enrolled are offered two (2) therapeutic groups daily, individual therapy twice a week, and weekly family therapy.
- B. The treatment team utilizes multiple evidence-based practices, including Trauma Focused Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and 7 Challenges for Substance Abuse, and Cognitive Treatment Approaches within the milieu. These therapies are combined with medication assessment and management and a collaborative aftercare plan to create a safe, healthy, and successful transition home.
- C. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans.
- D. CONTRACTOR shall provide discharge planning, and coordinate aftercare planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. When the client is transitioning to a new program or lower level of care placement, the CONTRACTOR shall:

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

V. OUTCOME OBJECTIVES

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

VI. TREATMENT SERVICES

- A. **Mode of Service:**
Partial Hospitalization Unit of Service (UOS) is a day.
- B. **Delivery Site:**
290 IOOF Avenue Gilroy, CA 95020
- C. **Hours of Operation:**
Partial Hospitalization Program operates five days per week, Monday through Friday from 9:00am – 5:00pm. Schedule changes are made based on individual treatment planning.

VII. TARGET POPULATION

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

VIII. FINANCIAL ELIGIBILITY

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County interagency placement committee or any youth that have been placed through the Individualized Education Plan (IEP).

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Behavioral Health Director of Monterey County or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional

disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The services provided, and the length of stay will depend on acuity.

X. CLIENT DESCRIPTION/CHARACTERISTICS

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

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

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

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

XI. LEGAL STATUS

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

XII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as

measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:

1. Total number of children/youth served
2. Number of CFT meetings attended per quarter
3. Number of children/youth who have returned to lower levels of care
4. Report on each Outcome Objective in Section V.

D. DESIGNATED CONTRACT MONITOR

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

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursed (CR) up to maximum Agreement amount

II. PAYMENT AUTHORIZATION FOR SERVICES

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

The CONTRACTOR agrees to work with the COUNTY and its partners in capacity building, fiscal partnerships and program design modifications as they arise to best meet the needs of the identified eligible youth of Monterey County.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$3,780,294**.

PROGRAM SUMMARY

Program		FY 2020-21	FY 2021-22	FY 2022-23	Program Total
1	Residential Treatment	\$760,717	\$760,717	\$760,717	\$2,282,151
2	Hospital Diversion	\$478,581	\$478,581	\$478,581	\$1,435,743
3	Partial Hospitalization Program	\$20,800	\$20,800	\$20,800	\$62,400
Totals		\$1,260,098	\$1,260,098	\$1,260,098	\$3,780,294

PROGRAM 1: RESIDENTIAL TREATMENT SERVICES

Program 1: Residential Treatment FY 2020-2021					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01	5,760	\$5.42	\$31,220
Medication Support	15	60	4,080	\$4.37	\$17,830
Crisis Intervention	15	70	719	\$750.00	\$539,250
STRTP					
TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2020-2021					\$760,717

Program 1: Residential Treatment FY 2021-2022					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01	5,760	\$5.42	\$31,220
Medication Support	15	60	4,080	\$4.37	\$17,830
Crisis Intervention	15	70	719	\$750.00	\$539,250
STRTP					
TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2021-2022					\$760,717

Program 1: Residential Treatment FY 2022-2023					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01			
Medication Support	15	60	5,760	\$5.42	\$31,220
Crisis Intervention	15	70	4,080	\$4.37	\$17,830
STRTP			719	\$750.00	\$539,250
TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2022-2023					\$760,717

PROGRAM 1: TOTAL MAXIMUM AGREEMENT LIABILITY:	\$2,282,151
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PROGRAM 2: HOSPITAL DIVERSION

Program 2: Hospital Diversion FY 2020-21					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Shared Room and Board			291	\$875.00	\$392,850
Single Room and Board				\$1,350.00	
1:1 Staff Support			40,320	\$0.75	\$30,240
TBS 1:1 Support	15	58	15,120	\$3.67	\$55,491
PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT FY 2020-21					\$478,581

Program 2: Hospital Diversion FY 2021-22					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Shared Room and Board			291	\$875.00	\$392,850
Single Room and Board				\$1,350.00	
1:1 Staff Support			40,320	\$0.75	\$30,240
TBS 1:1 Support	15	58	15,120	\$3.67	\$55,491
PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT FY 2021-22					\$478,581

Program 2: Hospital Diversion FY 2022-23					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Shared Room and Board			291	\$875.00	\$392,850
Single Room and Board				\$1,350.00	
1:1 Staff Support			40,320	\$0.75	\$30,240
TBS 1:1 Support	15	58	15,120	\$3.67	\$55,491
PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT FY 2022-23					\$478,581

PROGRAM 2: TOTAL MAXIMUM AGREEMENT LIABILITY	\$1,435,743
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PROGRAM 3: PARTIAL HOSPITALIZATION PROGRAM

Program 3: Partial Hospitalization Program			
Fiscal Year	Estimated Units	Rate per Unit	Total FY Amount
FY 2020-2021	32	\$650.00	\$20,800
FY 2021-2022	32	\$650.00	\$20,800
FY 2022-2023	32	\$650.00	\$20,800
PROGRAM 3: TOTAL MAXIMUM AGREEMENT LIABILITY			\$62,400

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 **\$3,780,294** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year:

Fiscal Year 2020-2021						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$19,421.85	\$219,868.65	\$239,290.50	\$478,581.00
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2020-2021			\$96,935.30	\$263,488.70	\$899,674.00	\$1,260,098.00

Fiscal Year 2021-2022						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$19,421.85	\$219,868.65	\$239,290.50	\$478,581.00
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2021-2022			\$96,935.30	\$263,488.70	\$899,674.00	\$1,260,098.00

Fiscal Year 2022-2023						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$19,421.85	\$219,868.65	\$239,290.50	\$478,581.00
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2022-2023			\$96,935.30	\$263,488.70	\$899,674.00	\$1,260,098.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2020 - June 30, 2021	\$1,260,098
July 1, 2021 - June 30, 2022	\$1,260,098
July 1, 2022 - June 30, 2023	\$1,260,098
TOTAL MAXIMUM LIABILITY	\$3,780,294

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

E. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

- F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation

shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

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

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

Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

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

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

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

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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