

**AMENDMENT NO. 4
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-12268
BETWEEN COUNTY OF MONTEREY AND
DOOR TO HOPE**

This Amendment No. 4 to Mental Health Services Agreement No. A-12268 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Door To Hope**, (hereinafter referred to as CONTRACTOR).

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 with Door To Hope in the amount of \$6,056,661 for the term of July 1, 2012 to June 30, 2015 for mental health services; and

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 1 with Door To Hope with revised EXHIBITS A-1, B-1, and H-1 for a revised total contract amount of \$7,285,952 for Fiscal Year (FY) 2012-13 thru FY 2014-15; and

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 2 with Door To Hope with revised EXHIBITS A-2, B-2, and H-2 for a revised total contract amount of \$7,317,359 for FY 2012-13 thru FY 2014-15; and

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 3 with Door To Hope with revised EXHIBITS A-3, B-3, and H-3, which added the Santa Lucia program component; and provided for a rate increase to the Door To Hope programs for FY 2013-14 thru FY 2014-15; for a revised total contract amount of \$8,861,890 for Fiscal Year 2012-13 thru Fiscal Year 2014-15; and

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the Mental Health Services Agreement No. A-12268 with revised EXHIBITS A-4 and B-4 to incorporate \$40,000 and \$41,570.59, respectively, from the Monterey County Screening Team for Assessment, Referral, and Treatment (MCSTART) non Medi-Cal component into the MCSTART 0 - 5 Medi-Cal component for FY 2012-13 and FY 2013-14 thru FY 2014-15, respectively; to transfer \$41,055.77 from Nueva Esperanza to MCSTART 0 – 5 for FY 2012-13; and to transfer \$40,000 from Nueva Esperanza to MCSTART 6 – 11 for FY 2012-13. This Amendment No. 4 increases the contract amount by \$4,050. The total revised contract is \$8,865,940 for FY 2012-13 thru FY 2014-15.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend Agreement No. A-12268 as follows:

1. EXHIBIT A-3 PROGRAM DESCRIPTION is replaced by EXHIBIT A-4 PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1, A-2, and A-3 shall be construed to refer to EXHIBIT A-4 as attached to this Amendment No. 4 and incorporated herein.

2. EXHIBIT B-3 PAYMENT PROVISIONS is replaced by EXHIBIT B-4 PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B-1, B-2 and B-3 shall be construed to refer to EXHIBIT B-4 as attached to this Amendment No. 4 and incorporated herein.
3. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A-12268 are unchanged and unaffected by this Amendment No. 4, and shall remain in full force and effect.
4. This Amendment No. 4 shall be effective July 1, 2013.
5. A copy of this Amendment No. 4 EXHIBITS A-4 and B-4 shall be attached to the original Agreement No. A-12268 and EXHIBITS A-1, A2, A3, B-1, B-2, B-3 and H-1, H2.

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

COUNTY OF MONTEREY

By: Neena Raphael
Contracts/Purchasing Officer

Date: Aug 14, 2013

By: [Signature]
Department Head (if applicable)

Date: 8-1-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: A-B
County Counsel

Date: Aug 12, 2013

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 8-14-13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

DOOR TO HOPE

Contractor's Business Name*

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

Chris Shannon, Ex. Dir
Name and Title

Date: 7/24/13

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: **A-12268**

*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.

**EXHIBIT A-4:
PROGRAM 1 DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Door to Hope
130 W. Gabilan St.
Salinas, CA 93901
831 758-0181

**II. SERVICE DESCRIPTION: FAMILIES FIRST AND FOREMOST (FFF)
PROGRAM NARRATIVE**

Door to Hope will provide assessment, case management, and mental health rehabilitation services for interactive parenting education services to eligible Monterey County children and their families and/or caregivers who are referred for services by the Family and Children Services Division of the Monterey County Department of Social and Employment Services and/or The Action Council. Services will be provided using the strength-based, home visitation model by Certified Parent Educators using the Parents as Teachers evidence-based curriculum. Services will be individualized and customized to meet the discerned needs of each child and family as identified in their specific mental health plan.

III. PROGRAM GOALS

Door to Hope's Families First and Foremost program goals are as follows:

- A. Identify child/family needs,
- B. Provide parent/child interaction to reinforce the parent-child bond,
- C. Improve the family's ability to meet the child's developmental needs, and
- D. Improve the mental health, functioning, and well-being of the child and family.

IV. PROGRAM OBJECTIVES

- A. Assess each child's and family's needs from a strength-based evaluation and develop an appropriate mental health plan.
- B. Provide developmental screenings for each child if it is not a duplication of recent service.
- C. Provide interactive parent education and mental health rehabilitation therapy utilizing an evidence-based model of home visitation.
- D. Improve the child's health and well-being and the family's parenting skills and stability.

V. TREATMENT SERVICES

1. Modes of Service, Service Function Codes and Contracted Units of Service

FFF SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	62,250	62,250	62,250
Mental Health Services	15	10, 30, 40, 45 50	90,251	90,251	90,251

2. **Delivery Site**

Door to Hope
130 Church St.
Salinas, CA 93901

Services will be provided at the MCSTART Clinic in Salinas, but will also be available in the child’s natural environment, including the home and/or the child’s school or daycare.

3. **Hours of Operation**

The MCSTART Clinic will operate five (5) days per week, Monday – Friday from 8:00 AM – 6:00 PM. Home visitation services will be made available, whenever possible, at the convenience of the child and his/her family and will be available by appointment in the evenings and weekends.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible residents of Monterey County who have full scope Medi-Cal will be served. Clients without Medi-Cal eligibility are not part of this Agreement.

VII. FINANCIAL ELIGIBILITY

Monterey County children that are full scope Medi-Cal.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All services will require prior authorization by Monterey County Behavioral Health.

IX. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are:

Monterey County referred families or caregivers in need of child development assessment and parent education that include the following:

Infants or children, ages 0 to 5 years of age with:

1. Severe social and emotional developmental delays or disturbances; or
2. DC 0-3 disorder of infancy; or
3. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment.

X. LEGAL STATUS

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

XI. REPORTING REQUIREMENTS

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

XII. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
951 Blanco Circle, Suite B
Salinas, CA 93901
(831) 796-6110

**EXHIBIT A-4:
PROGRAM 2 DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Door to Hope
130 W. Gabilan Street
Salinas, CA 93901
831-758-0181

II. SERVICE DESCRIPTION: INTEGRATED CO-OCCURRING TREATMENT (ICT) PROGRAM NARRATIVE

Door to Hope will provide Mental Health Services to eligible youth ages 12 - 17 who require outpatient services. The primary focus of the program will be to identify, assess, and treat youth who have both substance abuse and mental health disorders and who are involved or at risk for involvement in the juvenile justice system. Such interventions will stabilize crises, reduce mental health symptomology and substance abuse, improve youth and family functioning, and reduce the possibility of future residential care, hospitalization, and/or incarceration.

Door to Hope will provide outpatient mental health services to eligible youth and their families. Mental health services refer to those individual, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and family functioning. Service activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy.

III. PROGRAM GOALS

The Integrated Co-occurring Treatment (“ICT”) Program goals of services are:

1. Provide mental health services to eligible youth and their families;
2. Improve the youth’s overall functioning;
3. Reduce acute mental health and substance abuse symptoms;
4. Improve family functioning; and
5. Reduce need for residential care.

IV. PROGRAM OBJECTIVES

1. Establish mental health interventions integrated with alcohol and drug treatment programs using evidence-based practices for 48 children and their families annually;
2. Provide services that incorporate the “full services partnership model” as defined in the requirements for implementation of the Mental Health Services (MHSA) for 6 children and their families annually. This model provides “whatever it takes” to insure progress to goals (i.e. intensive treatment/case management available 24/7);

3. Assure that services are provided in a culturally and linguistically competent manner and setting;
4. Treat adolescents with serious substance abuse problems in addition to their mental health issues;
5. Implement an evidence-based practice, i.e. "Integrated Co-Occurring Treatment Model";
6. Form a cooperative agreement with the local school system to insure youth continue to attain education credits while involved in treatment;
7. Provide and/or arrange for transportation;
8. Include clients that do not have Medi-Cal;
9. Provide services at locations county wide, and at times convenient for families;
10. Function as sole provider or in collaboration with Behavioral Health and/or other partners; and
11. Demonstrate capacity to bill Medi-Cal and leverage funds.

V. EXPECTED OUTCOMES

1. 75% of referred youth will be engaged in the treatment program.
2. 80% of client/families served are satisfied with the cultural congruency of services provided.
3. 60% of youth served will demonstrate reduction of substance abuse.
4. 60% of youth served will demonstrate improvement in functioning.
5. 60% of families served will demonstrate improvement in functioning.
6. 75% of youth served will not commit crimes and/or re-offend.

VI. TREATMENT SERVICES

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service

ICT SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	55,573	62,763	62,763
Mental Health Services	15	45	105,066	118,659	118,659

2. **Service Delivery Sites:**
 Door to Hope
 150 Cayuga Street, Suite 3
 Salinas, CA 93901

Services will be provided at Door to Hope's offices in Salinas, but will also be available in the youth's natural environment, including the home, the youth's school, and other community sites.

3. **Hours of Operation:**

The ICT Program will be available to clients 24/7. Scheduled services will be made available, whenever possible, at the convenience of the adolescent and his/her family.

VII. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible youth ages 12 to 17 residing in Monterey County.

VIII. FINANCIAL ELIGIBILITY

Monterey County youth, regardless of ability to pay or Medi-Cal eligibility. It is anticipated that fifty percent (50%) of clients will have Medi-Cal eligibility.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All services will require prior authorization by Monterey County Health Department, Behavioral Health Bureau (BHB).

X. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are adolescents, ages 12 to 17 years of age with:

1. Severe emotional and/or behavioral disturbances; or
2. Axis I diagnosis indicating mental impairment or behavioral disturbance and co-occurring substance abuse.

XI. LEGAL STATUS

Voluntary or juvenile dependents and wards.

XII. REPORTING REQUIREMENTS

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

XIII. DESIGNATED CONTRACT MONITOR

Theresa Innis-Scimone
Behavioral Health Services Manager
Monterey County Behavioral Health
1441 Constitution Blvd, Bldg 400 Suite 200
Salinas, CA 93906
(831) 755-5521

**EXHIBIT A-4:
PROGRAM 3 DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Door to Hope
130 W. Gabilan Street
Salinas, CA 93901
831 758-0181

II. SERVICE DESCRIPTION: MONTEREY COUNTY SCREENING TEAM FOR ASSESSMENT, REFERRAL, AND TREATMENT (“MCSTART”) PROGRAM NARRATIVE

Door to Hope will provide case management, mental health rehabilitation services and medication support to eligible infants and children. The primary focus of the program will be to identify, assess, refer, and treat children affected by the broad spectrum of developmental, social/emotional, and neurobehavioral disorders caused by prenatal alcohol/drug exposure and/or early childhood trauma. Such interventions will improve the child’s development, improve the child’s health, promote school readiness, improve family functioning, and reduce the possibility of future residential care, out-of-the-home placement, and/or hospitalization.

MCSTART will provide health assessment, outpatient mental health services, and medication management to eligible children and their families. Health assessment and medication support services are provided to ensure these high-risk children are physically healthy and mentally stable. Mental health services refer to those individual, dyadic, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of development, learning, enhanced self-regulation and family functioning. Mental health service activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy.

III. PROGRAM GOALS

The goals of MCSTART’s services are:

1. Increase early intervention and case management to prenatally substance and/or trauma exposed children and their families;
2. Increase the number of high-risk children prepared to enter school ready and able to learn.
3. Increase the number of substance and/or trauma exposed children able to maintain an adequate level of academic capability and social/emotional development during their grade school years.
4. Build community capacity to respond to the needs of substance-exposed children and their families through linkage and service integration.

IV. PROGRAM OBJECTIVES

1. 90% of parents and caregivers will increase the skills of parenting high-risk children who demonstrate challenging behaviors that contribute to a stable, growth-enhancing home life.
2. 90% of children served will receive the screening and early intervention services necessary to improve their level of motor, cognitive, language, and social/emotional development
3. 90% of children served will receive the services necessary to improve age-appropriate self-regulation and reduce challenging behavior
4. 80% of families, either biological, foster, adoptive, or relative caregivers, will be able to access and utilize the services necessary to promote the healthy development of their child(ren).
5. Provide developmental screenings, medical assessments, psycho-social assessments, and/or mental health status reviews for 300 infants or children ages 0-5 years as appropriate to their needs and medical necessity.
6. Provide case management, mental health services, and medication support for up to 50 children ages 6-11 years involved with child welfare with a history of prenatal substance exposure and/or trauma.
7. Provide evidence-based and trauma-informed individual, dyadic, family, and group therapy practices for high-risk children and their families/caregivers to increase their behavioral, emotional, and social well-being.

V. TREATMENT SERVICES

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service for **Medi-Cal eligible 0 – 5 clients.**

MCSTART SERVICE 0 - 5	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	313,976	292,990	292,990
Mental Health Services	15	45	131,650	104,896	104,896
Medication Support	15	60-69	85,190	80,790	80,790

2. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service for **Non Medi-Cal eligible 6 – 11 clients.**

MCSTART SERVICE 6 - 11	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	13,022	16,309	16,309
Mental Health Services	15	45	22,002	86,254	86,254
Medication Support	15	60-69	4,447	8,700	8,700

3. Delivery Site

Door to Hope
MCSTART Clinic
130 Church Street
Salinas, CA 93901

Services will be provided at the MCSTART Clinic in Salinas, but will also be available in the child's natural environment, including the home and/or the child's school or daycare.

4. Hours of Operation

The MCSTART Clinic will operate five (5) days per week, Monday – Friday from 8:00 AM – 6:00 PM. Home visitation services will be made available, whenever possible, at the convenience of the child and his/her family and will be available by appointment in the evenings and weekends.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible residents of Monterey County who have full scope Medi-Cal will be served. Clients without Medi-Cal eligibility will be served under the Non Medi-Cal eligible program component.

VII. FINANCIAL ELIGIBILITY

Monterey County children that are full scope Medi-Cal or Monterey County children who qualify under the Non Medi-Cal eligible component of the program.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All services will require prior authorization by Monterey County Health Department Behavioral Health Bureau.

IX. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are:

A. Infants or children, ages 0 to 5 years of age with:

1. Severe social and emotional developmental delays or disturbances; or
2. DC 0-3 disorder of infancy; or
3. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment.

B. Children ages 6-11 years if age with:

1. Open child welfare case of documented history of child abuse or neglect, or
2. Current qualification for adoption assistance, and

3. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment.

X. LEGAL STATUS

Voluntary or juvenile dependents and wards.

XI. 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 MCBHB according to the requirements as set forth by the State Department of Health Care Services (DHCS). MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by DHCS and the MCBHB.

XII. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Behavioral Health
951 Blanco Circle, Suite B
Salinas, CA 93901
(831) 796-6110

**EXHIBIT A-4:
PROGRAM 4 DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Door to Hope
130 Church St.
Salinas, CA 93901
831-758-0181

II. SERVICE DESCRIPTION: NUEVA ESPERANZA PROGRAM NARRATIVE

Door to Hope opened Nueva Esperanza, a recovery program for women with young children in February of 2002. Nueva Esperanza serves pregnant or parenting women, many of whom are of Hispanic origin, over the age of 18 who are experiencing problems with alcohol and/or other drugs of sufficient severity who need residential care for themselves and their young children.

In July of 2011, Nueva Esperanza modified its primary mission and service delivery system to provide an expanded constellation of mental health services to better meet the needs of the women and the children it serves. Historically all of the women admitted to Nueva Esperanza have co-occurring mental health disorders, i.e. bi-polar, mood, and trauma disorders. Door to Hope and Nueva Esperanza meet the needs of this population through the provision of integrated mental health and substance abuse disorder treatment. Program services now provide strong interventions and practices to treat both substance abuse and mental health disorders during the treatment program.

These services are provided in a warm and comfortable drug-free, non-smoking environment which provides private rooms for each individual family to promote cohesion and autonomy of each family served. Each resident is viewed as a unique individual and each family is seen from a strength-based approach. Due to the comprehensive nature of behavioral health disorders, Nueva Esperanza makes available a complete range of medical, psychological, recovery, dyadic, parenting, and other social services on either a programmatic, consultative, or referral basis.

III. PROGRAM GOALS

The goals of Nueva Esperanza Program services are:

1. Provide counseling interventions designed to increase the woman's readiness and ability to change to treat chronic mental health and substance abuse disorders;
2. Provide education for pregnant women and mothers of young children on the effects of alcohol, drug, and/or trauma exposure on the unborn or young child;
3. Utilize evidence-based practices, including the Matrix Model, Motivational Enhancement, Seeking Safety, CBT, Theraplay, Circle of Security, in treatment of trauma, substance abuse, and mental health disorders to guide/direct the provision of treatment services;

4. Provide a warm, family-like therapeutic environment for women and their young children that is safe, alcohol and drug-free, comfortable, and supportive; and
5. Provide priority admission and services to pregnant and IV-drug using woman.

IV. PROGRAM OBJECTIVES

1. To promote successful program completion and graduation with at least 60% of admissions.
2. To successfully re-unify and resolve child welfare issues with at least 60% of admissions.
3. To assist at-risk children to be physically healthy and emotionally and developmentally prepared to enter kindergarten.
4. To assist 50% of women graduating from the program to be successfully transitioned back to the community in order to be employed and/or enrolled in vocational training.
5. To provide 1,442 residential family bed nights to pregnant or parenting women and their young children.

V. TREATMENT SERVICES

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service for Medi-Cal eligible clients:

Adults Units of Service					
NUEVA ESPERANZA SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	10,029	11,766	11,766
Mental Health Services	15	50	55,400	65,002	65,002

Children Units of Service					
NUEVA ESPERANZA SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	5,330	6,277	6,277
Mental Health Services	15	50	108,705	128,081	128,081

2. **Service Delivery Site:**
 Nueva Esperanza
 325 California Street
 Salinas, CA 93901

3. **Hours of Operation:**
The Nueva Esperanza Program operates 24 hours, seven days a week.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible residents of Monterey County who have full scope Medi-Cal will be served.

VII. FINANCIAL ELIGIBILITY

Monterey County children and their mothers that are full scope Medi-Cal.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

All services will require prior authorization by Monterey County Health Department, Behavioral Health Bureau (BHB). Additionally, all services provided must meet medical necessity and be in accordance with a current treatment plan.

IX. CLIENT DESCRIPTION/CHARACTERISTICS

1. Be over the age of 18;
2. Be pregnant; OR
3. Be in custody of or, will have custody within 60 days of a child age five or under; and, if applicable, be a sibling, aged 5-11 years, of that young child and determined to be behaviorally stable and appropriate for admission;
4. Have a significant substance abuse disorder, or either abuse or dependence that necessitates intervention (meets DSM IV-TR criteria);
5. Have a co-occurring mental health Axis I disorder,(excluding a sole diagnosis of Conduct Disorder or disruptive behavior disorder NOS);
6. Be medically and psychiatrically stable and able to participate in an active program of counseling, education and their recovery activities;
7. Be able to parent the young child/children in their custody; and
8. Demonstrate the motivation and willingness to follow all program principles, guidelines, and structure.

X. LEGAL STATUS

Voluntary or juvenile dependents and wards.

XI. REPORTING REQUIREMENTS

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

XII. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Behavioral Health
951 Blanco Circle, Suite B
Salinas, CA 93901
(831) 796-6110

**EXHIBIT A-4:
PROGRAM 5 DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Door to Hope
130 W. Gabilan St.
Salinas, CA 93901
831-758-0181

II. SERVICE DESCRIPTION: SANTA LUCIA RESIDENTIAL PARTNERSHIP PROGRAM FOR ADOLESCENT FEMALES PROGRAM NARRATIVE

Door to Hope will provide mental health services to eligible females age 13 - 17 who require residential care and who are placed out-of-the-home by the Department of Probation or Department of Social and Employment Services. The primary focus of the program will be to identify, assess, and treat adolescent females who exhibit the highest level of psychiatric, emotional/behavioral, and co-occurring needs.

Door to Hope will provide mental health services in conjunction with the Behavioral Health Division to eligible adolescent females and their families. Mental health services refer to those individual, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and family functioning. Service programming and services must address such critical needs as: serious emotional disturbance, behavioral dyscontrol, sexual exploitation, involvement with juvenile justice systems, multiple foster care and/or residential placements, high risk parents and/or community, substance abuse, out-of-norm traumas, and populations whose cultural differences have historically excluded them from traditional mental health services. Interventions and activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy.

III. PROGRAM GOALS

The Santa Lucia Residential Program goals of services are:

1. Provide mental health services to eligible youth and their families
2. Improve the youth's overall functioning
3. Reduce acute mental health and substance abuse symptoms;
4. Improve family functioning; and,
5. Reduce need for residential care.

All service goals will comply with the guiding principles of Monterey County's System of Care and will be Family Driven and Youth Guided; Strength Based; Culturally Competent; Community Based; and will Utilize Evidence Based and Best Practice Models and reflect Multi-Agency Collaboration.

IV. SCOPE OF SERVICES

1. Establish mental health interventions integrated with alcohol and drug treatment services using evidence-based practices for an annual residential capacity of **18** youth and their families.
2. Assure services are provided in culturally and linguistically competent manner and setting;
3. Treat adolescents with serious substance abuse problems in addition to their mental health issues;
4. Implement evidence-based practice, i.e. “Integrated Co-Occurring Treatment Model”, Seeking Safety, Seven Challenges, Cognitive Behavioral Therapy, Eye Movement Desensitization Reprocessing (EMDR) and Matrix.
5. Maintain residential group home licensure with the Community Care Licensing;
6. Maintain program structure and guidelines with clients 24 hours per day, 7 days of the week.
7. Maintain clear policies and procedures regarding drug testing, medication management, and appropriate safety and security measures for clients;
8. Provide and/or arrange for transportation of clients to various appointments and activities;
9. Function in collaboration with Behavioral Health and/or other partners, including the Probation Department, Department of Social and Employment Services, and the Monterey County Office of Education; and
10. Demonstrate capacity to bill Medi-Cal and leverage funds.

V. EXPECTED OUTCOMES

1. 60% of referred youth will be engaged in the treatment program as measured by percentage of clients who stay in the program for at least three (3) months.
2. 30% of referred youth will complete the program as measured by successfully attaining individualized treatment goals.
3. 75% of client/families served are satisfied with the cultural congruency of services provided as measured by the program’s client/family satisfaction survey.
4. 60% of youth served will demonstrate reduction of substance abuse as measured by negative toxicology screens and no reported use episodes during their treatment episode.
5. 75% of youth served will demonstrate improvement in functioning as measured by a 10 point or more drop on the problem severity scale of the Ohio Scales taken at the time of admission and at 3-month intervals during the treatment episode.
6. 60% of families served will demonstrate improvement in functioning as measured by an 8 point or more drop on the parent functioning scale of the Ohio Scales taken at the time of admission and at 3-month intervals during the treatment episode.
7. 75% of youth completing treatment will not commit crimes and/or re-offend as measured at 6- and 12-month post-discharge intervals
8. Achievement of the above goals will be reported by DTH on a quarterly basis showing aggregate year to date progress (fiscal year) and quarterly numbers. Reports must be sent to Contract Monitor not later than 15 days after the end of the quarter.

9. Contractor will provide on a quarterly and annual basis tabulated results from the Ohio Scale to demonstrate #5 and #6 above, Contractor will also report on financial information on a quarterly basis.

VI. TREATMENT SERVICES

1. **Modes of Service:** Day Services

2. **Service Delivery Sites:**
 Santa Lucia Program
 1929 Oxford Court
 Salinas, CA 93906

3. **Hours of Operation:**
 The Santa Lucia Program operates 24 hours a day, 7 days a week.

Modes of Service, Service Function Codes and Contracted Units of Service per Fiscal Year. There is no limitation on units of service or the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

SERVICE	MODE	SFC	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	34,199	34,199
Mental Health Services	15	10, 30, 40-45, 50	129,778	129,778

VII. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible adolescent females age 13 -17 residing in Monterey County

VIII. FINANCIAL ELIGIBILITY

Monterey County residents with full-scope Medi-Cal eligibility. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL:

<http://www.dhcs.ca.gov/services/mh/Pages/MedCCC-Library.aspx>

The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp>.

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

IX. SERVICE CHARGE ENTRY, ADMISSION AND DISCHARGES

The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, Client Information System (CSI) Admission and Discharges and entering services provided.

X. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

All services will require prior authorization by Monterey County Behavioral Health.

XI. CLIENT DESCRIPTION / CHARACTERISTICS

Populations served are adolescent females, ages 13 to 17 years of age with:

- A. Severe emotional and/or behavioral disturbances; or
- B. Axis I diagnosis indicating mental impairment or behavioral disturbance and co-occurring substance abuse.

XII. LEGAL STATUS

Voluntary or juvenile dependents and wards

XIII. 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 Monterey County Behavioral Health Bureau (MCBHB) according to the requirements as set forth by the State Department of Health Care Services (DHCS). MCBH will provide to the Contractor the reporting requirements, forms and instructions as required by DHCS and the MCBHB.

Achievement of outcomes outlined in letter D "expected outcomes" will be reported by Door to Hope on a quarterly basis showing aggregate year to date progress (fiscal year) and quarterly numbers. Reports must be sent to Contract Monitor no later than 15 days after the end of the quarter.

**All reporting requirements are based upon current standards that are subject to change due to Monterey County Behavioral Health's use of the Electronic Medical Records System. CONTRACTOR shall be notified should a change occur.

XIV. DESIGNATED CONTRACT MONITOR

Theresa Innis-Scimone
Behavioral Health Services Manager
Monterey County Behavioral Health
1441 Constitution Blvd. Bldg. 400, Suite 200
Salinas, CA 93906
(831) 755-5521

**EXHIBIT B-4:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-4 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA)

Case Management, Mental Health Services, and Medication Support shall be paid at the County Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-4.

The total program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$8,865,940.49** for **FY 2012-13 thru FY 2014-15**.

The **Families First and Foremost (FFF)** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$1,066,910.53** for Fiscal Year 2012-13 thru Fiscal Year 2014-15 as follows:

Families First and Foremost (FFF) Program FY 2012-13 thru FY 2014-15							
Service	MODE	SFC	CMA Rate	Estimated Units	FY 2012-13 Total Amount	FY 2013-14 Total Amount	FY 2014-15 Total Amount
Case Management	15	01	xCMA	62,250	\$125,745.00	\$130,725.00	\$130,725.00
Mental Health Services	15	10, 30 40, 45, 50	xCMA	90,251	\$235,555.11	\$244,580.21	\$244,580.21
TOTAL ANNUAL AMOUNT PER FY					\$361,300.11	\$375,305.21	\$375,305.21
Less Match Amount Per Fiscal Year					(\$15,000.00)	(\$15,000.00)	(\$15,000.00)
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$346,300.11	\$360,305.21	\$360,305.21

Families First & Foremost ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13					
Program	Source of Local Match Funds	Total Maximum Annual Program Expense	Local 10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/PEI)
Families First & Foremost (FFF)	Monterey County Department of Social Services	\$211,300.00	\$21,130.00	\$190,170.00	\$211,300.00
FFF Expansion	CONTRACTOR (Action Council Funds)	\$150,000.00	\$15,000.00	\$135,000.00	\$135,000.11
COUNTY Maximum Contract Liability					\$346,300.11

Families First & Foremost ANNUAL Maximum Amount Match/Liability Breakdown for FY 2013-14 thru FY 2014-15					
Program	Source of Local Match Funds	Total Maximum Annual Program Expense	Local 10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/PEI)
Families First & Foremost (FFF)	Monterey County Department of Social Services	\$211,300.00	\$21,130.00	\$190,170.00	\$211,300.00
Families First & Foremost (FFF)	Mental Health Services Act (MHSA)/Prevention Early Intervention (PEI)	\$14,005.20	\$1,400.52	\$12,604.68	\$14,005.20
FFF Expansion	CONTRACTOR (Action Council Funds)	\$150,000.01	\$15,000.00	\$135,000.00	\$135,000.01
COUNTY Maximum Contract Liability					\$360,305.21

The **Integrated Co-Occurring Treatment (ICT)** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$1,293,210.76** for Fiscal Year 2012-13 thru Fiscal Year 2014-15 as follows:

Integrated Co-Occurring Treatment (ICT) Program FY 2012-13 thru FY 2014-15							
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 55,573) 62,763	\$112,257.19	\$131,801.25	\$131,801.25
Mental Health Services	15	45	xCMA	(FY 2012-13: 105,066) 118,659	\$274,221.83	\$321,564.62	\$321,564.62
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$386,479.02	\$453,365.87	\$453,365.87

Integrated Co-Occurring Treatment					
ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13					
Program	Source of Match Funds	Total Maximum Annual Program Expense	Estimated Match Amount & Services Not Covered By Medi-Cal	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Integrated Co-Occurring Treatment (ICT)	MHSA/CSS	\$386,479.00	\$212,563.45	\$173,915.55	\$386,479.00
COUNTY Maximum Contract Liability					\$386,479.00

Integrated Co-Occurring Treatment					
ANNUAL Maximum Amount Match/Liability Breakdown for each FY 2013-14 thru FY 2014-15					
Program	Source of Match Funds	Total Maximum Annual Program Expense	Estimated Match Amount & Services Not Covered By Medi-Cal	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Integrated Co-Occurring Treatment (ICT)	MHSA/CSS	\$453,365.87	\$249,351.23	\$204,014.64	\$453,365.87
COUNTY Maximum Contract Liability					\$453,365.87

The **Monterey County Screening Team for Assessment, Referral, and Treatment ("MCSTART")** for **Medi-Cal Eligible Clients Ages 0 – 5** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$3,632,552.02** for Fiscal Year 2012-13 thru Fiscal Year 2014-15 as follows:

Monterey County Screening Team for Assessment, Referral, and Treatment ("MCSTART") Program (Medi-Cal Eligible Clients) FY 2012-13 thru FY 2014-15 Ages 0 - 5							
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 313,976) 292,990	\$634,230.64	\$615,277.96	\$615,277.96
Mental Health Services	15	45	xCMA	(FY 2012-13: 131,650) 104,896	\$343,607.52	\$284,267.79	\$284,267.79
Medication Support	15	60-69	xCMA	(FY 2012-13: 85,190) 80,790	\$410,617.22	\$404,756.03	\$404,756.03
TOTAL ANNUAL AMOUNT PER FY					\$1,388,455.38	\$1,304,301.77	\$1,304,301.77
Less Match Amount Per Fiscal Year					(\$121,502.30)	(\$121,502.30)	(\$121,502.30)
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$1,266,953.08	\$1,182,799.47	\$1,182,799.47

The MCSTART for Medi-Cal Eligible Clients Ages 6 – 11 program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$728,329.60 for Fiscal Year 2012-13 thru Fiscal Year 2014-15 as follows:

Monterey County Screening Team for Assessment, Referral, and Treatment ("MCSTART") Program (Medi-Cal Eligible Clients) FY 2012-13 thru FY 2014-15 Ages 6 - 11							
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 13,022) 16,309	\$26,303.65	\$ 34,248.32	\$ 34,248.32
Mental Health Services	15	45	xCMA	(FY 2012-13: 22,002) 86,254	\$57,424.64	\$233,747.76	\$233,747.76
Medication Support	15	60-69	xCMA	(FY 2012-13: 4,447) 8,700	\$21,435.15	\$ 43,587.00	\$ 43,587.00
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$105,163.44	\$311,583.08	\$311,583.08

MCSTART ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13					
Program	Source of Match Funds	Total Maximum Annual Program Expense	Estimated Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
MCSTART 0 - 5	CONTRACTOR (First 5 Funds)	\$1,227,398.88	\$121,502.30	\$1,104,658.99	\$1,104,658.99
MCSTART 0 - 5	MHSA/CSS	\$121,056.50	\$13,343.24	\$108,950.85	\$122,294.09
MCSTART 0 - 5 Non Medi-Cal	MHSA/CSS	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
MCSTART 6 - 11	DSES & MHSA	\$105,163.44	DSES \$5,836.57; MHSA \$4,679.77	\$94,647.10	\$105,163.44
COUNTY Maximum Contract Liability					\$1,372,116.52

MCSTART ANNUAL Maximum Amount Match/Liability Breakdown for FY 2013-14 thru FY 2014-15					
Program	Source of Match Funds	Total Maximum Annual Program Expense	Estimated Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
MCSTART 0 - 5	CONTRACTOR (First 5 Funds)	\$1,215,023.00	\$121,502.30	\$1,093,520.70	\$1,093,520.70
MCSTART 0 - 5	MHSA/CSS	\$47,708.18	\$4,770.82	\$42,937.36	\$47,708.18
MCSTART 0 - 5 Non Medi-Cal	MHSA/CSS	\$41,570.59	\$41,570.59	\$0.00	\$41,570.59
MCSTART 6 - 11	DSES & MHSA	\$300,000.00	DSES: \$16,650 MHSA: \$13,350	\$270,000.00	\$300,000.00
MCSTART 6 - 11	MHSA/CSS	\$11,583.08	\$1,158.31	\$10,424.77	\$11,583.08
COUNTY Maximum Contract Liability					\$1,494,382.55

The Nueva Esperanza Adult and Children program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$1,297,905.46 for Fiscal Year 2012-13 thru Fiscal Year 2014-15 as follows:

Nueva Esperanza Program Adult and Children Services FY 2012-13 thru FY 2014-15							
Adult Services							
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 10,029) 11,766	\$ 20,259.08	\$ 24,709.61	\$ 24,709.61
Mental Health Services	15	30,50	xCMA	(FY 2012-13: 55,400) 65,002	\$144,592.70	\$176,155.64	\$ 176,155.64
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$164,851.78	\$200,865.25	\$200,865.25
Children Services							
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 5,330) 6,277	\$ 10,766.06	\$ 13,182.29	\$ 13,182.29
Mental Health Services	15	30,50	xCMA	(FY 2012-13: 108,705) 128,081	\$283,720.68	\$347,098.53	\$347,098.53
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$294,486.74	\$360,280.82	\$360,280.82
TOTAL ANNUAL AMOUNT PER FY					\$459,338.52	\$561,146.07	\$561,146.07
Less Match Amount Per Fiscal Year					(\$91,874.56)	(\$95,925.32)	(\$95,925.32)
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$367,463.96	\$465,220.75	\$465,220.75

Nueva Esperanza ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13					
Nueva Esperanza Program	Total Maximum Annual Program Expense	CONTRACTOR Match Amount	DSES Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Adults & Children	\$459,338.52	\$91,874.56	\$20,000.00	\$347,463.96	\$367,463.96
COUNTY Maximum Contract Liability					\$367,463.96

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Nueva Esperanza ANNUAL Maximum Amount Match/Liability Breakdown for FY 2013-14 thru FY 2014-15						
Nueva Esperanza Program	Total Maximum Annual Program Expense	CONTRACTOR Match Amount	DSES Match Amount	MHSA/CSS	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Adults & Children	\$561,146.07	\$95,925.32	\$20,000.00	\$20,535.39	\$424,685.36	\$465,220.75
COUNTY Maximum Contract Liability						\$465,220.75

The **Santa Lucia** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$847,032.12** for Fiscal Year 2013-14 thru Fiscal Year 2014-15 as follows:

Santa Lucia FY 2013-14 thru FY 2014-15						
SERVICE	MODE	SFC	CMA	ANNUAL TOTAL UNITS EST.	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	34,199	\$ 71,817.90	\$ 71,817.90
Mental Health Services	15	45	xCMA	129,778	\$ 351,698.16	\$ 351,698.16
TOTAL MAXIMUM ANNUAL AMOUNT PER FY					\$ 423,516.06	\$ 423,516.06

Santa Lucia ANNUAL Maximum Amount Match/Liability Breakdown for FY 2013-14 thru FY 2014-15					
Program	Source Match Funds	Total Maximum Annual Program Expense	Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Santa Lucia	MHSA/CSS	\$423,516.06	\$42,351.60	\$381,164.46	\$423,516.06
COUNTY Maximum Contract Liability					\$423,516.06

B. MATCH REQUIREMENTS

1. FFP EXPANSION PROGRAM

CONTRACTOR shall provide a funding match estimated not to exceed **\$15,000.00** for each Fiscal Year during the term of this Agreement. The match requirement for the FFP Expansion program services will be calculated on a monthly basis, using the total amount of services provided during the invoice month and multiplied by ten percent (10%).

2. MCSTART 0 – 5 PROGRAM

CONTRACTOR shall provide a funding match estimated not to exceed **\$121,502.30** for each Fiscal Year during the term of this Agreement. The match requirement for

MCSTART 0 – 5 program services will be calculated on a monthly basis, using the total amount of services provided during the invoice month and multiplied by ten percent (10%).

3. NUEVA ESPERANZA PROGRAM

CONTRACTOR shall provide a funding match estimated not to exceed \$91,874.56 for Fiscal Year (FY) 2012-13 and **\$95,925.32** for each FY 2013-14 thru FY 2014-15 during the term of this Agreement. The match requirement for Nueva Esperanza Adult and Children program services will be calculated on a monthly basis, using one-twelfth of the total match amount requirement as follows: FY 2012-13: Adult Services - \$6,035.49 and Children Services - \$1,620.72; FY 2013-14 thru FY 2014-15: Adult Services - \$6,580.84 and Children Services - \$1,412.94. Any necessary adjustments will be made at fiscal year end.

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 Health Care Services. 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-3, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-3, 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 **\$8,865,940.49** for services rendered under this Agreement.

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B. Maximum Annual Liability:

SERVICE	FY 2012-13 ANNUAL AMOUNT	FY 2013-14 ANNUAL AMOUNT	FY 2014-15 ANNUAL AMOUNT	Program Total
Families First and Foremost (FFF)	\$346,300.11	\$360,305.21	\$360,305.21	\$1,066,910.53
Integrated Co-Occurring Treatment (ICT) Program	\$386,479.02	\$453,365.87	\$453,365.87	\$1,293,210.76
Monterey County Screening Team For Assessment, Referral, And Treatment ("MCSTART") Program 0 - 5	\$1,266,953.08	\$1,182,799.47	\$1,182,799.47	\$3,632,552.02
Monterey County Screening Team For Assessment, Referral, And Treatment ("MCSTART") Program 6 - 11	\$105,163.44	\$311,583.08	\$311,583.08	\$728,329.60
MCSTART Program ----- Total	\$1,372,116.52	\$1,494,382.55	\$1,494,382.55	\$4,360,881.62
Nueva Esperanza Program Adults and Children	\$367,463.96	\$465,220.75	\$465,220.75	\$1,297,905.46
Santa Lucia Program	\$0.00	\$423,516.06	\$423,516.06	\$847,032.12
TOTAL AGREEMENT MAXIMUM COUNTY OBLIGATION PER FISCAL YEAR	\$2,472,359.61	\$3,196,790.44	\$3,196,790.44	\$8,865,940.49

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

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of

any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any

subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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

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

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the

time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

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

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

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

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

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

C. CONTRACTOR may retain unanticipated 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.

F. 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.

G. 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-3, 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."