

**AMENDMENT NO. 2  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15247  
BETWEEN COUNTY OF MONTEREY AND  
THE VILLAGE PROJECT, INC.**

This Amendment No. 2 to Agreement A-15247 is made and entered into by and between the County of Monterey, hereinafter referred to as “COUNTY”, and **The Village Project**, hereinafter referred to as CONTRACTOR.

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-15247 dated May 25, 2021 (Agreement), Amendment No. 1 dated August 31, 2021; and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the AGREEMENT as specified below;

1. Extend the term of Agreement A-15247 for one (1) additional year (July 1, 2023 to June 30, 2024) and revise the total maximum Agreement amount to \$1,390,000.
2. Increase funding and services for Program 1: Outpatient Mental Health Services and Program 2: After School Academy for FY’s 2022-24.

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

1. EXHIBIT A-1 PROGRAM DESCRIPTION is replaced with EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1 PAYMENT PROVISIONS is replaced with EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. Section 3.0, “Term and Termination”, shall be amended by removing, “This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2023” and replacing it with “This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2024”.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the Agreement.
5. This AMENDMENT NO. 2 shall be effective July 1, 2022.
6. This Amendment increases the contract amount by \$650,000 for a new contract amount of **\$1,390,000**.
7. A copy of the Amendment NO. 2 shall be attached to the original Agreement executed by the County on May 25, 2021.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

**THE VILLAGE PROJECT, INC.**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>  
By: DocuSigned by:  
Stacy Saetta  
County Counsel

Date: 8/5/2022 | 12:31 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By: DocuSigned by:  
Gary Giboney  
Auditor/Controller

Date: 8/5/2022 | 1:14 PM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

By: Contractor's Business Name\*  
DocuSigned by:  
Charles Fitz  
(Signature of Chair, President,  
or Vice-President) \*  
In

Date: Name and Title  
6/30/2022 | 4:08 PM PDT

By: DocuSigned by:  
Jeannette Walton  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Date: Jeannette Walton, Secretary  
Name and Title  
6/30/2022 | 4:11 PM PDT

## **EXHIBIT A-2 PROGRAM DESCRIPTION**

### **I. IDENTIFICATION OF PROVIDER**

The Village Project, Inc.  
1069 Broadway, Suites 200 and 201  
P.O. Box 127  
Seaside, CA 93955

### **II. PROGRAM NARRATIVE**

These programs began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community-based organizations providing mental health services to ensure that services are culturally competent.

### **III. PROGRAM DESCRIPTION**

#### **Program 1: Outpatient Mental Health Services**

##### **A. Program Objectives**

1. To provide culturally specific short-term therapeutic interventions to individuals experiencing mild to moderate mental health issues and stressors including those associated with immigration related issues, institutional racism, discrimination, and trauma experienced over the lifetime of one's cultural identity.
2. To provide therapeutic services via face-to-face or telehealth (when available) to approximately twenty-one to twenty-six (21-26) Monterey County residents and their families in FY 2021-22, and one hundred and twenty (120) residents for each FY 2022-23 and 2023-24. This population will include mostly clients with moderate mental illness or those at risk of developing moderate symptoms.
3. Actual numbers will be based on acuity and individual client and family needs. Therapeutic services will be individualized based on need utilizing a Brief Treatment Model of approximately 16 sessions, with extensions and/or additional sessions provided as needed. Length of treatment per PEI regulations cannot exceed 18 months in clinical individual treatment.
4. Clinical services may include individual, group, family therapy, collateral, and case management.

##### **B. Scope of Work**

1. To provide culturally specific short-term therapeutic interventions to individuals experiencing mild to moderate mental health issues and stressors including those associated with immigration related issues, institutional racism, discrimination, and trauma experienced over the lifetime of one's cultural identity.
2. CONTRACTOR shall complete an assessment and treatment plan for each individual and provide the appropriate treatment based on the identified mental health need and functioning level.
3. CONTRACTOR shall provide group sessions on a variety of topics including health and stress management, life skills, grief, self-esteem, symptom relapse management, and mental health and co-occurring relapse prevention.
4. CONTRACTOR will provide to client and complete all legal and ethical documents including consent to treat, consent to release information, HIPAA (Health Insurance Portability and Accountability Act of 1996) and other forms.
5. All services shall be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
6. CONTRACTOR shall deliver services in a manner that is culturally competent and linguistically appropriate for all people.
7. All services will be provided in the individual's preferred language. Friends or family members of the client will not be expected to provide interpretation services. CONTRACTOR may use interpretation services to address linguistic needs.
8. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
9. Should other agencies be involved, CONTRACTOR shall coordinate with other service providers including referrals and follow up to other community resources.
10. CONTRACTOR shall maintain client records. Paper charts may be used and must include all appropriate legal, ethical and clinical information as required by COUNTY and the State of California. CONTRACTOR will utilize the same Electronic Health Record as MCBH, Avatar, based on organizational needs and capacity.
11. CONTRACTOR may use both paper charts and Avatar and will communicate with COUNTY regarding record keeping practices.

C. Service Delivery Sites

1069 Broadway Avenue  
Seaside, California 93955

D. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic, socio-economic groups who are in need of behavioral health services in order to ameliorate or prevent behavioral health issues that are causing distress to the client and/or their family.

## E. Reporting Requirements

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

## **Program 2: After School Academy**

### A. Program Objectives

1. To provide students in grades K-12 with mental health and educational strategies in a therapeutic environment aimed at increasing the functioning of these students both at home and at school. The program is focused on children who have been identified by the school district or their families as having problematic behaviors and interaction styles that negatively affect their education and relationships. The short-term goals are to decrease disruptive behaviors at home and school which are causing students to come to the attention of school officials including safety officers. The longer-term goals are for clients to increase their adaptive skills so they may be more successful in school and decrease the likelihood of engagement with the juvenile justice system. CONTRACTOR will provide its own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services. Afterschool Academy staff will work with students via face-to-face or telehealth (when available) and will implement the therapeutic curriculum described below:

### B. Scope of Work

1. CONTRACTOR will conduct services in an environment appropriate for the needs of the students, in relation to location, size and access to therapeutic tools.
2. CONTRACTOR will meet with each child individually and in groups as needed.
3. CONTRACTOR will maintain a daily log which addresses client goals, problem areas and any mood, behavior or mental health issues that arise during the program.
4. CONTRACTOR will utilize behavioral and therapeutic techniques as appropriate for student age, culture, current educational and emotional functioning.
5. CONTRACTOR will maintain ongoing communication with students' caregivers and school district personnel when appropriate.
6. CONTRACTOR will focus on the following Treatment Areas:
  - a. Emotional Dysregulation Management –Students entering the program in the school year will receive services that will help with decreasing relatively severe emotional dysregulation issues. For students for whom this is a severe issue, they and their families will be referred to family therapy in The Village Project's therapy program.

- b. Anger Management – Staff will work in a fundamental way to help students realize their triggers, early warning signs and help them develop strategies for managing their anger. Severe cases will prompt a referral for family therapy.
  - c. Depression and Anxiety Management – Students dealing with depression and anxiety will be referred to therapists at the agency along with their families.
  - d. Reinforcement Practice – Staff will work with students to build resiliency through mentoring and youth development practices that builds self-esteem in children and youth and shows them ways to cope with stress and anxiety in a positive way that reduces depression and anxiety episodes.
  - e. Improving Academic Performance – Work with students to strengthen academic success and increase confidence to reduce symptomologies related to depression, anxiety, anger and other areas.
7. CONTRACTOR will collect and provide to the COUNTY the following data in order to meet program objectives:
- a. Daily attendance per client.
  - b. Techniques and interventions employed by school staff to support the students.
  - c. Outcomes of techniques and interventions as demonstrated by progress in the above Treatment Areas.

C. Program Goals

1. 90% of students with emotional dysregulation issues will demonstration marked reduction in dysregulation by coming to the program with appropriate affect and behaviors and be able to talk to staff whenever they feel their emotions are about to negatively change – that they can perform this task 8 out of every 10 times these emotions begin to occur. Staff report will be part of this goal achievement.
2. 95% of students who have unmanaged anger as an issue will be able to effectively carry out anger management methods and techniques when they feel themselves being triggered to include talking to staff about how they are feeling. Students will demonstrate that they know what their triggers are, along with their early warning signs are and strategies to use to head off the anger.
3. 95% of students who have had disciplinary occurrences during the past school year will have no disciplinary occurrences at school during the school year by using strategies they have learned and from school reports
4. 95% of student who have disorders will demonstrate that they are able to manage symptomologies by alerting staff when they first sense that symptomologies are about to occur and using strategies they have learned in counseling.
5. 95% of students in the program will have no grade lower than a C.
6. Services to be provided to (36) thirty-six youth in FY 2021-22 and 45 (forty-five) per FY 2022-23 & FY 2022-24.

D. Service Delivery Sites:

1069 Broadway Avenue, Seaside, California 93955

1450 Elm Street, Seaside, California 93955

E. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic and socio-economic groups in grades K-12.

F. Reporting Requirements

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

G. Meetings/Communications

CONTRACTOR will meet monthly with the designated MCBH Contract Monitor to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

H. Designated Contract Monitor

Dana Edgull  
Behavioral Health Services Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
Email address: edgulldr@co.monterey.ca.us

**Program 3:**

**Outreach and Engagement Services Program Description**

A. Program Objectives

1. To assist potential clients to engage with The Village Project, Inc. and other community-based organizations;
2. To reduce/eliminate disparities that prevent timely access to adequate and effective mental health treatment for unserved/underserved/inappropriately served individuals and families from the African American, Latinx, Native, Asian/Pacific Islander and LGBTQ+ communities due to cultural mistrust, language or other barriers, and;

3. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness or seeking mental health services.

## B. Scope of Work

For the past 13 years, The Village Project, Inc. has had Outreach and Engagement as one of the three components of its overall contract with Monterey County Behavioral Health Bureau. Outreach and Engagement activities, over the years, have involved presentations in churches, schools, cultural and community organizations, civil rights organizations such as the Monterey County Branch of the NAACP and the Monterey, North County and Salinas Councils of LULAC and appearances on local radio shows and local news shows on KSBW TV-8 and KION 46 and Access Monterey TV, which filmed a number of the organization's Lucille Hralima Mental Health Education Series presentations.

The staple of the Outreach and Engagement Program component is the organization's appearance in the community and the trust the community has in the organization. The Village Project, Inc. is consistently invited by low income housing complexes to set up display tables and speak to tenants, most of whom are people of color, about The Village Project, Inc.'s mental health programs and services. Likewise, tenant associations have also had staff from the organization be guest speakers at tenant association meetings to talk about the organization's programs and services. These activities resulted in numbers of tenants over the years coming to The Village Project, Inc. for mental health services, the vast majority of whom had never received mental health services of any kind before.

Nearly five years ago, The Village Project, Inc. added another program to its Outreach and Engagement service called the Lucille Hralima Mental Health Education Series. Lucille Hralima was a social worker in child welfare who from 2009 to 2011, and became The Village Project, Inc.'s first intern working toward licensure. She was open about having been diagnosed with Bipolar Disorder as a teen and advocated for more educational activities in communities of color. She did much to reduce stigma in the African American community, especially. Nearly four years ago, she was killed in a car wreck. In her memory, the organization fittingly named this series after her. The series consists of monthly presentations about mental health from the perspectives of different ethnic/cultural groups. They were well attended and rated highly by attendees. This narrative serves to illuminate The Village Project, Inc.'s history of organizing Outreach and Engagement activities in communities throughout Monterey County.

The Village Project, Inc., since its inception, has trained its clinical staff in identifying general risk factors in clients and potential clients with special attention paid to identifying these factors in people of color. Exacerbated by race-related stressors, those who are members of groups who have been historical victims and survivors of oppression, discrimination and racism, carry intergenerational trauma, depression and anxiety, which gets passed from one generation to the next and further exacerbated by the Pandemic and ongoing acts of racism done through acts of macro- and micro-aggressions. Clinical work will often not realize positive results unless a clinician addresses the issue of the role of racism in the lives and the mental health of these clients.

The Village Project, Inc.'s Outreach and Engagement Program over the thirteen years of the agency's existence continues to involve educating communities about the importance



of mental health by maintaining a presence in those communities through activities designed to reduce barriers such as distrust and stigma that prevent community members from seeking mental health treatment. More broadly, in addition to acquainting community members with the services of The Village Project, Inc., the program provides information on the other resources that exist in the County of which community members can also avail themselves.

### Prevention Services

In carrying out this component, The Village Project, Inc. will conduct the following outreach and engagement activities including:

1. Organizing and advertising the monthly Lucille Hralima Mental Health Series presentations;
2. Tabling at community events in various venues in Monterey County;
3. Presentations to schools and parent groups;
4. Speaking at churches and handing out brochures and flyers;
5. Tabling and making presentations to tenant associations;
6. Guest speaking at community and civic organizations;
7. Being available for pop up opportunities that periodically occur in communities;
8. Provide holistic clinical assessment of mental health needs for individuals who request mental health services and may provide case management support to provide linkages to treatment;
9. Addressing local governments and requesting resolutions for special acknowledgements, i.e., May as “Mental Health Awareness Month” and July as “Bebe Moore Campbell National Minority Mental Health Awareness Month” and do special community programming related to those government resolutions.
10. Coordinate culturally informed training focusing on the impact of historical trauma and racism for clinical staff.

Number of Individuals to be Served:

- Minimum of 700 in outreach and engagement activities per fiscal year. *For FY 21/22 total number served may be lower due to start date of program and conditions related to the pandemic.*
- Approximately 550 individuals will be reached in Outreach and Engagement activities for FY 22/23 and FY 23/24.
- For FY 21/22 144 individuals will receive a holistic clinical assessment.
- For FY 22/23 and FY 23/24 approximately 100 individuals will receive a holistic clinical assessment.

### C. Program Goals

1. Of the people who participate in the Lucille Hralima Mental Health Series and other events identified by TVP, 75% of people who held previous negative ideas about

mental health treatment will hold more positive views after contact with the organization or participating in the event.

2. 80% of individuals who request mental health counseling will be referred and connected to mental health treatment with TVP serving as many as the organization's capacity will allow. Individuals who cannot be served by TVP will be referred to other appropriate Behavioral Health Providers.

D. Expected Outcomes

Expected outcomes include the organization of numerous outreach activities in communities of color and the LGBTQ+ community. It is expected that there will be positive responses to these outreach activities by these communities which will result in the reduction of stigma and distrust, two factors that prevent many unserved and underserved from seeking mental health services and treatment. It is expected that a direct result of the reduction of these and other barriers, there will be an increase of members from those communities who will seek mental health services and treatment.

E. Service Delivery Site(s)

1. Site(s): 1069 Broadway Avenue, Seaside CA 93955
2. Hours of Operation: 8:00AM-5:00PM, Mondays-Fridays with exceptions when needed.

F. Population/Catchment Area to Be Served

Monterey County has four geographic regions, all of which The Village Project, Inc. has carried out outreach and engagement activities in the recent past. It is the intent of The Village Project, Inc. to provide outreach and engagement activities to those geographic areas and the populations within those areas.

1. Eligibility Monterey County residents
2. Legal Status: Voluntary

G. Meetings/Communications

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

H. Reporting Requirements

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

I. Designated Contract Monitor

Prevention and Early Intervention (PEI) Coordinator

Dana Edgull -

Behavioral Health Services Manager

Monterey County Health Department

Behavioral Health Bureau

1270 Natividad Rd.

Salinas, CA 93906

Email address: [edgulldr@co.monterey.ca.us](mailto:edgulldr@co.monterey.ca.us)

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## **EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS**

### **I. PAYMENT TYPES**

Negotiated and Provisional Rates and Cash Flow Advance up to the maximum annual contract amount.

### **II. PAYMENT RATE**

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

#### **PROGRAM 1: Outpatient Mental Health Services**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	Hourly Rate (\$80)	\$85,000
FY 2022-23	1/12 of the total annual amount or \$17,917.67 per month	\$215,000
FY 2023-24	1/12 of the total annual amount or \$17,917.67 per month	\$215,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$515,000</b>

#### **PROGRAM 2: After School Academy**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	1/12 of the total annual amount or \$7,083 per month	\$85,000
FY 2022-23	1/12 of the total annual amount or \$7,916.67 per month	\$95,000
FY 2023-24	1/12 of the total annual amount or \$7,916.67 per month	\$95,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$275,000</b>

**PROGRAM 3: Outreach and Engagement**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
FY 2022-23	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
FY 2023-24	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$600,000</b>

**SUMMARY OF TOTAL PROGRAM AMOUNT PER FY**

<b>Program</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2022-24</b>
Program 1: Outpatient Mental Health Services	\$85,000	\$215,000	\$215,000
Program 2: Afterschool Academy	\$85,000	\$95,000	\$95,000
Program 3: Outreach and Engagement	\$200,000	\$200,000	\$200,000
<b>Total Program Amounts per FY</b>	<b>\$370,000</b>	<b>\$510,000</b>	<b>\$510,000</b>

**III. 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 (30<sup>th</sup>) 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. In the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

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](mailto: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.

#### IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,390,000** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2021-22	\$370,000
FY 2022-23	\$510,000
FY 2023-24	\$510,000
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$1,390,000</b>

- 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.

**V. 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.

## **VI. 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.

**VII. 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.

**VIII. 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.

**IX. 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.

**X. 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."