

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: _____

COUNTY Department Contract Representative:

Ray Bullick, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **INTERIM, INCORPORATED** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: housing, residential treatment, homeless outreach and support, and supported education and employment services for adults who have serious mental illnesses.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
- EXHIBIT H: SERVICE PLAN FOR SUNFLOWER GARDENS
- EXHIBIT I: BUDGET AND EXPENDITURE REPORT
- EXHIBIT J: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit I, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective July 1, 2013 and shall remain in effect until June 30, 2016.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days’ advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR’S failure to comply with COUNTY’S Utilization Review procedures;
 - 2. CONTRACTOR’S failure to abide by Grievance decisions;
 - 3. CONTRACTOR’S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit J;
5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
7. CONTRACTOR loses its licensure or certification;
8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
9. Breach by CONTRACTOR of any confidentiality obligation;
10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been

given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
 2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
 3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
 4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit J to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the

provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.

- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
 - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other

individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

VIII. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the

amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

- D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and

COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. BUDGET AND EXPENDITURE REPORT

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit I, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit I as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

- A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
 - 1. State Cost Report.
 - 2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
 - 3. Annual Report(s), as applicable and required by the COUNTY.
 - 4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit J, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit J, if made part of this Agreement. If Exhibit J is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.
- C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit J, if Exhibit J is made part of this Agreement.
- D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit J, Section III, if made part of this Agreement.

XV. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3)

years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit J, if made part of this Agreement.
- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial

of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
 2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
 3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
 4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
 5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
 6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
 7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
 8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of

services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
 - 5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XIX. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or

particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Wayne W. Clark, Ph. D.
Behavioral Health Director
1270 Natividad Road
Salinas, CA 93906
(831) 755-4509

CONTRACTOR

Interim, Incorporated
Barbara Mitchell, M.S.W.
Executive Director
P.O. Box 3222
Monterey, CA 93942
(831) 649-4522

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: [Signature]
Deputy County Counsel

Date: 5/24/13

Approved as to Fiscal Provisions ²

By: [Signature]
Auditor/Controller

Date: 5/24/13

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

CONTRACTOR

Interim, Incorporated.

By: [Signature]
Contractor's Business Name*
(Signature of Chair, President,
or Vice-President)*

Barbara L. Mitchell
Name and Title Exec Director

Date: 5/13/13

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

Paola Weerasaker Director of Finance
Name and Title

Date: 5/13/13

County Board of Supervisors' Agreement Number: _____

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

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

²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A
PROGRAM DESCRIPTION**

I. IDENTIFICATION OF PROVIDER:

Interim, Incorporated.
P. O. Box 3222
Monterey, CA 93942

II. SERVICES DESCRIPTIONS:

Program One: Short-Term Crisis Residence/Manzanita House

Type of Facility: 24-Hour Adult Crisis Residential
Address of Delivery Site: 200 Casentini Street, Salinas, CA 93907
Operation Schedule: Provides residents twenty-four (24) hour care, seven (7) days a week. Intake shall be on a twenty-four (24) hour basis with all County referrals made by Monterey County Behavioral Health Bureau (MCBHB) Adult and TAY System of Care (ASOC & TAYSOC) staff.
Limitation of Service: Initially, consumers may receive up to seven (7) days of care.
Continued Stay Criteria: Any extension of care beyond thirty (30) days requires authorization from the Behavioral Health Director or his/her designee. No consumer may stay longer than ninety (90) days.
Total # of Beds Available: Fifteen (15)

A. Program Description

Interim, Inc. will operate a Community Care Licensed, short-term crisis residential program as an alternative to hospitalization in accordance with State of California Department of Social Services guidelines. Crisis residential services can be therapeutic and/or rehabilitation services that are provided in a 24-hour residential treatment program for individuals experiencing an acute psychiatric episode or crisis, and who do not present criteria for acute psychiatric care. The program supports individuals in their efforts to restore, maintain and apply interpersonal and independent living skills, and access to community support systems. Interventions concentrating on symptom reduction are the primary focus. Service activities shall include assessment, mental health treatment plan development, collateral services, and linkage. Interim will also provide short-term emergency shelter for homeless mentally ill adults. Manzanita's nurse provides consultation to assist in the development of a care plan for residents who have co-existing medical conditions.

B. Program Goals

1. Provide fifteen (15) licensed adult crisis residential beds. Initially, the program can admit consumers for up to seven (7) days. During this period Individualized Consumer Service Plans must be developed and submitted to MCBHB Services Coordinators for approval.
2. Ensure that prior to the seventh (7th) day, each consumer will meet with Interim staff and a MCBHB Services Coordinator to review their progress and discharge plans. If deemed necessary, the County can extend the length of stay beyond the initial seven (7) days. Thereafter, each consumer must meet with Interim staff and a MCBHB Services Coordinator to review the consumer's progress and determine if further residential care is required. Individualized consumer service plans must be updated every 30 days and approved through the County's authorization process.
3. Ensure that if discharge is appropriate, the consumer will have a comprehensive community discharge plan.
4. Reduce the use of acute care hospitals by providing a community-based short-term crisis residential program which, in conjunction with other mental health services, represents a viable alternative to a higher level of care. This will include the availability to interview and accept consumers for admission seven (7) days per week and during evening hours.
5. Provide daily program and services to stabilize consumers so that they are able to maintain themselves in the community setting upon discharge from this program, by offering consumers an opportunity to address the psychosocial issues that contribute to the need for crisis placement and a higher level of care.
6. Provide staffing and intervention plans that help stabilize clients whose symptoms create intermittent challenges to community living.
7. Evaluate the consumer's strengths, needs, and resources and develop with the consumer and the MCBHB Adult or TAY Services Coordinator a written intervention plan specifying the consumer's personal milestones/goals and assistance needed to accomplish these goals while in the program. Crisis residence staff will provide MCBHB Services Coordinators written service plans within seventy-two (72) hours of admission.
8. Provide written documents according to Medi-Cal standards and using wellness and recovery principles, as well as meet Department of Social Services Community Care Licensing regulations, and submit to the MCBHB Services Coordinator who will review case consumer records for approval of the medical necessity, quality, appropriateness of services and adequate billing documentation.
9. Deliver all services in a culturally sensitive and competent manner.

C. Admission Criteria

1. Financial Eligibility: Short-Doyle Medi-Cal eligible.

2. Referral through inpatient acute care units, crisis teams, and MCBHB Services Coordinators, with admission approved by Interim staff. Intake shall be on a twenty-four (24) hour basis, with all County referrals made by MCBHB Services Coordinator. Other Interim Supportive Housing program staff may refer directly to this program in the absence of an available MCBHB Services Coordinator. MCBHB Services Coordinator approval is required within seventy-two (72) hours of admission for all County referrals. Interim staff shall assess all consumers for appropriateness to the level of care, compatibility with other residents, and safety.
3. Ambulatory adults 18 years of age and older with acute to moderate level of impairment but do not meet 5150 criteria that are under conservatorship or under voluntary terms.
4. Adults with DSM IV serious mental illness Diagnostic Categories including but not limited to:
 - Schizophrenia
 - bipolar disorders
 - schizoaffective disorders
 - mental health disorders that substantially interfere with the person's functional ability to carry out primary aspects of daily living in the community

D. Population of Focus/Facility Specialization

Provide community-based short-term crisis residential program as an alternative to hospitalization for MCBHB consumers who are 18 years of age or older experiencing acute exacerbation of a psychiatric problem and/or an acute situational crisis that could necessitate hospitalization or whose psychiatric symptoms are not stable due to a co-occurring condition.

Program Two: Dual Diagnosis Program Residential/Day Treatment

Type of Facility:	24-Hour Adult Residential Treatment
Address of Delivery Site:	343 De La Vina St., Monterey, Ca. 93940
Operation Schedule:	Provides residents 24 hour care, 7 days a week. Intake will be by pre-arranged appointments.
Program Schedule	Monday through Friday, over four (4) hours of therapeutic groups offered per day.
Limitation of Service	Consumers residing in Bridge House may receive up to six (6) months of residential care.
Continued Stay Criteria:	Any extension beyond the six (6) months requires authorization by the Monterey County Behavioral Health Bureau Director or his/her designee.
Total # of Beds Available:	Thirteen (13)

A. Program Descriptions

*Mental Health Services Agreement
Interim, Incorporated.
FY 2013-14 through FY 2015-16*

1. Residential

Interim, Inc. will operate a community-based person-centered, trauma-informed dual diagnosis residential program in accordance with State guidelines. Transitional residential services for individuals with dual diagnosis are defined as a non-institutional residential setting where consumers are supported in their efforts to stabilize their psychiatric symptoms while restoring, maintaining, and applying interpersonal and skill building techniques. Transitional residential services programs shall provide a therapeutic/wellness and recovery community including a range of activities and services for consumers who would be at risk of hospitalization or other more restrictive living settings if they were not in a transitional residential program. This program is required to be licensed by, and meet all of the requirements of, the Department of Social Services Community Care Licensing Division.

2. Day Treatment

Interim, Inc. will operate a community-based person-centered, trauma-informed full day rehabilitation program for the thirteen (13) consumers residing in the dual diagnosed residential treatment program in accordance with State/Medi-Cal guidelines. Day Rehabilitation provides evaluation, rehabilitation, and mental health services to maintain or restore personal independence and functioning consistent with requirements for learning and development. It is an organized and structured program that provides services to a distinct group of consumers. Day Rehabilitation is a scheduled program of therapeutic services available for five hours or more per day.

The Day Rehabilitation program at the Bridge House Program, using wellness and recovery principles, will focus on assisting seriously mentally ill consumers, who also have a diagnosable substance abuse disorder, to develop the coping and recovery skills needed to successfully reintegrate into the community. This program will consist of a range of person-centered educational, recreational and therapeutic day program activities, e.g., symptom management, coping skills, wellness, stress management, recovery tools, relapse prevention, and living skills. Social rehabilitation, psychosocial treatment and an adaptive twelve step/dual recovery model are employed, focusing on the mutually agreed upon written service plans that are authorized by the MCBHB Services staff.

B. Program Goals

1. Residential Facility

- a. Interim, Inc. will provide thirteen (13) beds as an adult residential transitional facility, providing a stable, community-based wellness and recovery living situation in which residents may obtain benefit from supportive counseling that addresses both their mental health and substance abuse problems in a therapeutic community setting.

- b. Reduce the risk of re-hospitalization for dual diagnosed consumers able to live in the community and take part in wellness and recovery and substance abuse recovery programs in the general community.
 - c. Transition dual diagnosed consumers from more restrictive levels of care to less restrictive levels of care, e.g., from Institute for Mental Disease (IMD) Short-term Crisis Program, residential care facility, or skilled nursing facility, to a satellite house, independent living, or to a board and care facility.
 - d. Assist residents to acquire social/living skills by involving consumers in major roles in the functioning of the household with increasing levels of responsibility in both the resident and general community. Consumers shall have personal goals conducive to their achieving management of their psychiatric symptoms and greater self-sufficiency in the community.
 - e. Assist consumers to obtain successful recovery from their chemical addictions so that, upon discharge from this transitional residential program, they are to maintain themselves clean and sober six (6) months or more in the community.
 - f. Utilizing an adaptive twelve step and/or Dual Recovery model and a level of care system, the program will assist residents to develop their wellness and recovery skills and the community support needed to stay sober/drug free.
 - g. Within thirty (30) days of admission and jointly with the consumer and the MCBHB Services Coordinator, evaluate the consumer's strengths, needs and resources and develop a written service/intervention plan specifying the consumer's personal milestones/goals and assistance needed to accomplish these wellness and recovery goals while in the program.
 - h. Ensure complete written documents of case records as per State regulations and Medi-Cal documentation standards and submit to the MCBHB Services Coordinator all consumer records, which can be reviewed for approval of the medical necessity, quality and appropriateness of services. Also maintain consumer records within the regulations of Department of Social Services Community Care Licensing.
 - i. Deliver all services in a culturally sensitive and competent manner.
2. Day Treatment
- a. The Bridge House Day Program will reduce the risk of re-hospitalization for dual diagnosed consumers able to live in the community and take part in programs in the general community.
 - b. Provide over four (4) hours of structured therapeutic daytime activities (Monday through Friday) for the thirteen (13) consumers residing in the Bridge House Dual Diagnosis residential program.
 - c. Provide consumers with the skills to maintain successful recovery from both mental illness and addiction so they may be able to maintain themselves in the community upon discharge from this program.
 - d. Utilizing therapeutic groups and psychosocial modules and skill building, program staff will educate consumers regarding relapse and recovery issues and assist consumers to develop healthy support systems in the outside community.

- e. Within the first thirty (30) days of treatment, program staff will complete the initial intervention plan. The program will ensure that staff evaluates the consumer's strengths, needs and resources, and develops, with input from the consumer and the MCBHB Deputy Director or his/her designee, a written intervention plan specifying the consumer's service plan goals and the assistance needed to accomplish these goals while in the program. The plan will be also presented for the MCBHB Services Coordinator's authorization.
- f. Document all services in case records, per State regulations under the social rehabilitation option. Program staff will submit case records to the MCBHB Services Coordinator for review and approval of the medical necessity, quality and appropriateness of services.
- g. Link consumers with the community recovery support systems like twelve step and dual recovery programs. For those consumers in recovery, discharge plans will encourage personal sponsors to facilitate the consumer's re-entry into the community.
- h. Deliver all services in a culturally sensitive and competent manner.

C. Admission Criteria

- 1. Financial Eligibility: Short-Doyle Medi-Cal
- 2. Referral through MCBHB Services Coordinators with admission approval by Interim staff. Program staff will assess consumers for appropriateness to the level of care, for compatibility with other residents, and safety.
- 3. DSM IV and Axis I Diagnostic Categories for both serious mental illness and substance abuse.
 - Schizophrenia
 - bipolar disorders
 - schizoaffective disorders
 - serious mental illness that substantially interferes with the person's ability to carry out primary aspects of daily living in the community
- 4. Consumers must reside in Bridge's Residential Program to be part of the Day Rehabilitation Program

D. Population of Focus

Adults with serious psychiatric disabilities who have a substance abuse disorder diagnosis and who require support to acquire and apply coping, recovery, interpersonal, and independent living skills to function in the community.

E. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Service Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcomes data regularly to MCBHB according to the requirements as set forth by the State and

County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Three: Case Management and Mental Health Services; Community/Supportive Housing; Shelter Cove; Sandy Shores; Supported Education Services; Workforce Education & Training (WET); Dual Recovery Services (MHSa); and Outreach and Aftercare Services (SAMHSA Block Grant)

Address of Delivery Sites

Housing Placements:

Pearl Street Apartments, Monterey, CA
Casa de Los Robles, Monterey, CA
Horizons Apartments, Monterey, CA
Casa de Paloma, Salinas, CA
Acacia House, Salinas, CA
Catalyst Apartments, Salinas, CA
Mariposa Apartments Salinas, CA
California Street Project, Salinas, CA
Casa de Perla, Monterey, CA
Shelter Cove, Marina, CA
Sandy Shores, Marina, CA
and other potential locations that may be developed.

Supported Education:

201 John Street, Suite A, Salinas, CA 93901
Monterey Peninsula College, Hartnell College
and other educational facilities, e.g. Salinas Adult School,
based on consumer enrollment.

Program Schedule:

Shelter Cove: Varies, generally Monday – Friday, 9:00 a.m. to 7:00 p.m.; Saturday and Sundays, 11:00 a.m. to 7:00 p.m. Resident Managers provide coverage on an on-call basis seven (7) days a week from 8:00 p.m. to 8:00 a.m.

Sandy Shores and Community Housing: Typically Monday through Friday, 8:00 a.m. to 5:00 p.m. Staff are on-call and available by pager for emergencies. Staff schedule may vary based upon consumers' needs.

Supported Education Services: Typically Monday through Friday, 8:00 a.m. – 5:00 p.m.

Limitation of Service:

Shelter Cove housing, limited two (2) year stay. For Shelter Cove, Sandy Shores, and some Community Housing locations, there are income limitations and individuals must meet the criteria of being homeless as defined by HUD regulations.

and housing services in an effort to assist individuals to live in the community. These services will be coordinated with MCBHB Services Coordinators.

3. Supported Education Services

Interim, Inc. will assist adults with psychiatric disabilities that substantially interfere with their ability to carry out primary aspects of daily living in the community, to be successful in the educational environment of their choice. This supported education service will be initiated by a referral from MCBHB. Interim staff will assist consumers with class enrollment, coordinate services with the educational institution, and provide ongoing consumer support in the community.

4. Workforce Education & Training (WET)

WET promotes successful employment of consumers and family members in the public mental health system in Monterey County. Interim, Inc. will provide employment and educational support services, job recruitment, job analysis, training, and job coaching for mental health consumers to promote a diverse and stable mental health workforce. Training will be provided for supervisors of consumers in the public mental health system. All services are consistent with the Mental Health Services Act (MHSA) guidelines and must incorporate the General Standards set forth in Title 9, California Code of Regulations (CCR), Section 3320:1) wellness, recovery and resilience, 2) cultural competence, 3) consumer and family driven mental health services, 4) an integrated service experience, and 5) collaboration with the community.

5. Dual Recovery Services (MHSA)

The purpose of these services is to reduce the length of stay at the Bridge House dual recovery residential program, to increase the support to consumers as they move into the next phase of their wellness and recovery treatment in the community, and to promote a clean and sober lifestyle for adults and transitional age youth in the MCBHB Adult & TAY Systems of Care. Best evidence practice indicates that in order to make a successful adjustment back to community living for individuals with dual recovery issues, consumers need activities every day that promote a clean and sober life style. The staff and the consumer will develop written daily schedules for individuals to have and to follow. These schedules will include various treatment options that include: skill building groups, recovery oriented community based groups and other structured activities which promote healthy community living and help to reduce the triggers that lead to relapse of substance use. Individual written service plans will be developed for each consumer moving into this phase of community based treatment and will help teach consumers how to avoid drug and alcohol use while strengthening healthy social supports using wellness and recovery principles.

6. Outreach and Aftercare Services (OAS) (SAMHSA Block Grant)

Interim staff will focus on providing outreach and aftercare services for dually disordered individuals living in the community who are at risk, and those who are in need of a dual recovery or other drug and alcohol treatment program. The goal will be to ensure stability of psychiatric symptoms and are engaged in harm reduction or clean and sober living, satisfying daily/structured activities, and the opportunity to successfully reintegrate into the larger community.

OAS provides individual and group services for dually diagnosed adults who are not opened to the Monterey County Behavioral Health Care System (except in South County) because they either do not meet the eligibility criteria for the Adult System of Care or lack Medi-Cal. These adults with co-occurring disorders need support in both their mental health and drug and alcohol recovery in order to successfully live in the community. Some of the individuals that OAS will serve are dually diagnosed adults who have been recently released from jail. OAS will work closely with the Probation Department in providing AB 109 and other clients being monitored by the Probation Department with individual and group dual recovery support services. OAS will also take referrals from MCHOME's outreach interns for homeless adults who have dual recovery needs. OAS will refer clients who are eligible to MCBHB and/or other resources in the community. OAS will provide individual and group support for individuals living in South County once per month. These dual recovery groups in South County are open to both clients who are served by MCBHB and clients who are not currently open to MCBHB.

B. Program Goals

1. Community/Supportive Housing Services - Case Management and Mental Health Services
 - a. To intervene as needed either directly or indirectly in assisting individuals with severe, persistent mental illness who reside in Interim, Inc., independent living program and utilize the MCBHB psychiatric services to function as independently as possible in the community.
 - b. To monitor, coordinate and assist the resident in obtaining treatment, social services resources, and other available resources in the community.
 - c. To assist consumers in achieving success according to their individual intervention plan developed jointly by the consumer, staff and the MCBHB Services Coordinator.
 - d. To document in case records as per State regulations under the social rehabilitation option and submit consumer case records to the MCBHB Services Coordinator for authorization and approval of the medical necessity, quality and appropriateness of case management and rehabilitative mental health services.
 - e. To document consumer information in case records which specific rehabilitation service provided, the date of service and the time spent providing services and the consumer's response to the intervention.
 - f. To provide Short-Doyle/Medi-Cal reimbursable services, which include mental health services and case management/brokerage services.

- g. To provide management of the housing units.
- h. To maintain a ninety percent (90%) occupancy rate.
- i. To provide permanent housing in a supportive independent living situation for consumers enrolled in MCBHB services that have evidenced an ability to live independently with support services.

2. Shelter Cove & Sandy Shores Services

- a. To provide affordable, supported housing for adults who experience mental illness and are homeless due to their inability to secure suitable, supportive and affordable housing. There will be thirty-six (36) transitional residential units at Shelter Cove and twenty-eight (28) permanent housing residential units at Sandy Shores.
- b. To provide management of all the housing units.
- c. To offer dinner meal service for one hundred percent (100%) of the Shelter Cove residents each day of the week.
- d. Shelter Cove will provide transitional housing in a supported independent living situation for consumers who have shown an inability to live independently without support services.
- e. Fifty percent (50%) of the individuals at Shelter Cove will move out to either Sandy Shores within their two (2) year transition period, to Community Housing or to independent living in the community.
- f. Staff will work with all individuals to assist with developing meaningful structured daytime activities either on site or in the community.
- g. Shelter Cove will provide daily groups, Monday through Friday, providing mental health services and independent living skills development.

3. Supported Education Services

- a. To increase and improve educational opportunities including access and retention to educational institutions for individuals with psychiatric disabilities.
- b. To enroll a minimum of twenty (20) psychiatrically disabled adults each semester in academic classes during the school year at Monterey Peninsula College, Hartnell College, CSU Monterey Bay, Adult School or ROP, etc. To assist other adults who enroll in summer classes.
- c. To provide counseling and support to individuals with psychiatric disabilities individually and in groups as well as to provide support even if consumers have not decided on a vocational goal.
- d. To assist consumers with pre-enrollment, enrollment and completing BOG waivers, financial aid applications, linkage to resources on campus (i.e. Supported Services, EOPS), obtaining accommodations identified as needed. Link clients to Supportive Service, Disabled Students Programs & Services, EOPS and Tutoring services on campus.
- e. Forty percent (40%) of the consumers in supported education who are attending educational classes will have education goals which are tied to a vocational plan e.g., developing skills necessary for paid employment or earning a certificate or degree.

- f. To provide supported educational services to consumers without educational plans. Staff will minimally meet with students without vocational plans once per year to discuss developing a plan.
4. Workforce Education & Training (WET)
- a. Provide up to ten (10) trainings per fiscal year on skill development areas such as social rehabilitation, Medi-Cal billing, work expectations (i.e. how to receive feedback on work performance) and peer counseling. Topics will be developed by utilizing input from consumers and supervisors.
 - b. Provide two (2) support groups per month for vocational support of consumers and family members who are employed in the public mental health system.
 - c. Provide individual job support to thirty (30) consumers. Services to be offered include job coaching, benefits counseling referrals, negotiation of reasonable accommodations and individual counseling.
 - d. Attend Quarterly Meetings with Monterey County Behavioral WE&T Coordinator. The WE&T Coordinator shall convene quarterly meetings which will include community based organizations to discuss the implementation of the program, issues, evaluate services utilization and effectiveness, and make recommendations for program modifications; as well as a review of the number and percentage of eligible staff, consumers/family members receiving skill development and job support services, attending support groups and trainings, and consumer satisfaction survey results.
5. Dual Recovery Services (DRS) (MHSA)
- a. Increase consumers' successful adjustment to community living after completion of the dual recovery residential program by reducing the relapse rate.
 - b. Provide Rehabilitation/Relapse Prevention: social skills training and on-going support.
 - c. Develop Wellness Recovery Action Plans and Dual Recovery Anonymous groups.
 - d. Provide Symptom Management Support/Wellness Programs, understanding and dealing with the stresses of daily living, understanding what triggers psychiatric symptoms and the interplay of using/abusing of substances.
 - e. Provide Education that includes: strategies for continued recovery of addiction, use of twelve step and dual recovery education programs, peer advocacy/counseling to maintain sobriety, and alcohol and drug education groups aimed at preventing relapse.
 - f. Provide DRS Group Activities:
 - 1) Drug/Alcohol Education and Other Support Groups
 - a) Provide one (1) drug and alcohol education groups in Salinas. The group will meet weekly for (1) one hour.
 - b) Provide two WRAP (Wellness Recovery Action Plan) groups in two (2) communities (Monterey and Salinas). Each group will meet weekly for one (1) hour.
 - c) Facilitate one (1) substance treatment graduate/alumni groups in Monterey. This group will meet weekly for one (1) hour.

- d) Provide one (1) Relapse Prevention group in Salinas. This group will meet weekly for one (1) hour.
- e) Provide one (1) “Back on Track” group in Salinas. This group will meet for six (6) sessions on a weekly basis for one (1) hour in duration. The group will be activated whenever two (2) or more individuals have relapsed and are in need of additional support.

6. Outreach and Aftercare Services (SAMHSA Block Grant)

Provide Outreach and Support services as follows:

- a. Provide individual support for seventy (70) outreach and aftercare consumers in three communities (Monterey, Salinas, and Marina).
- b. Provide four (4) Dual Recovery Anonymous (DRA) groups/week in two (2) Communities (Monterey and Salinas). Train and supervise one (1) fifteen (15) hours/week peer counselor to serve as a leader for the DRA groups.
- c. Provide two support groups for consumers in the South Monterey County region one day per month.

C. Admission Criteria

- 1. Financial Eligibility: Short-Doyle/Medi-Cal eligible, or meet the standards for low-income status (Excluding J. WET, and L. Outreach and Aftercare Services SAMHSA Block Grant)
- 2. Referral through MCBHB Service Coordinators with admission approval by Interim, Inc. staff.

D. Population of Focus

The populations to be served are adults with major psychiatric disabilities and transition age youth age 18 and older who have mental health disorders that substantially interfere with their functional ability to carry out primary aspects of daily living in the community and are receiving psychiatric services through MCBHB. Upon discharge from MCBHB services or Interim, rehabilitative mental health and case management services will be terminated.

E. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Service Manager and the WE&T Coordinator to monitor progress on consumer and project outcomes. Contractor will be required to report outcomes data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Four: MCHOME Homeless Mentally Ill Adults Program

Type of Program:	Full Service Partnership model, services for adults with mental illness who are homeless or at high risk of homelessness. Outreach and engagement, case management, mental health services, and supportive housing.
Address of Delivery Site:	Countywide
Limitation of Service:	Homeless (and at high risk of homelessness) and Mentally Ill consumers throughout Monterey County
Target # of Consumers MHSA:	Fifty (50) Consumers

A. Program Description

The MCHOME program promotes the tenets of the “Full Service Partnership” (FSP) model required by the Mental Health Services Act funding which provides assessments, outreach, intensive case management services, mental health services, medication support and assistance with daily living skills in order for consumers to live self sufficiently in the community. MCHOME is a collaborative program with MCBHB and other local homeless service providers. MCHOME Program provides outreach services for adults with a psychiatric disability who are homeless or at high risk of homelessness. The purpose of the program is to assist adults with mental illness off the street into housing and employed and/or on benefits. Interim works closely with MCBHB to help individuals who are not currently receiving services from the public behavioral healthcare system to obtain psychiatric medications and other needed medical services. The program also works closely with the Department of Social Services to help individuals to enroll in benefits, including SSI.

No MCBHB referral is required for admission to MCHOME. However, MCHOME will accept referrals from MCBHB staff for Monterey County consumers who are homeless. MCHOME staff will travel to the site where the homeless person is located and will provide immediate evaluation to determine probable eligibility and will work to enroll the individual in the program. The response team members will then assess and transport the individual for services. These staff will coordinate with other programs serving the MCHOME population. The MCHOME team will arrange for the MCBHB Psychiatrist to assess, treat, and administer medication to help stabilize the individual in community living.

B. Program Goals

1. Reduce the number of homeless seriously mentally ill adults living on the streets in Monterey County.

2. Provide a “whatever it takes” intensive case management service approach to assist mentally ill individuals to gain support and live in community settings.
3. Coordinate services available to homeless mentally ill adults. The total number to be served is fifty (50) consumers (up to 23 are housed at Sunflower Gardens).
4. Assist in obtaining income or benefits to assist in stabilization in the community.
5. Provide or arrange for housing e.g., hotels, shelters, transitional housing and permanent housing for persons served in the MCHOME program using the following strategies:
 - a. Provide housing for up minimum of ten (10) consumers in transitional housing within Monterey County in addition to the permanent supportive housing and the transitional units at Sunflower Gardens in Salinas.
 - b. Refer other consumers to shelters, transitional housing and permanent housing i.e., assist in obtaining rent vouchers.
6. Improve the overall functioning of the community’s service delivery system to homeless mentally ill adults i.e., easier access to available mental health services with the following expected outcomes:
 - Consumer satisfaction with the quality of services provided will be high.
 - Eighty percent (80%) of the residents will report a substantial improvement in quality of life as a result of the services received from entry point benchmark
 - Eighty percent (80%) of the MCHOME residents will receive assistance in completing housing applications if needed and when available i.e. Section 8, Rent Vouchers.
 - Participate in regular assessments of the level of care needed as part of a Full Service Partnership (FSP).
7. Provide case management and coordination or purchase of services, peer counseling, benefits counseling and applications i.e. Section 8. The expected outcomes will be as follows:
 - One hundred percent (100%) of the MCHOME residents in transitional and permanent housing will have one or more individualized mental health service plans utilizing strengths based approach to provide stability in community living.
 - Sixty-five percent (65%) of the residents living in MCHOME transitional housing will receive benefits or employment within the first year of housing.
8. Provide food, clothing, and other personal need items to help support community living.
9. Provide evaluation and referral to the following Interim, Inc. programs which may occur on an as-needed basis with the permission of the MCBHB Services Coordinator (for permanent housing a MCBHB Services Manager must grant approval):
 - Crisis residential treatment at Interim’s Manzanita House
 - Dual Diagnosis residential treatment at Interim’s Bridge House
 - Dual Diagnosis outreach, follow-up, engagement, peer support groups
 - Transitional housing for homeless at Interim’s Shelter Cove

- Permanent housing for homeless in Interim housing in Salinas, Monterey and Marina
 - Supported Education and/or Employment Services at Interim’s SEES program
10. Establish community partnerships with law enforcement, veterans’ services, Probation, housing coalitions, city officials, businesses, etc. as well as engage in joint outreach to identify consumers for enrollment.

C. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcomes data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Five: Intensive Supportive Housing Services – Lupine Gardens

Type of Program:	Intensive Supportive Housing Service – Full Service Partnership (FSP)
Address of Delivery Site:	306 Soledad Street, Salinas
Limitation of Service:	Consumers must meet FSP eligibility criteria
Target # of Consumers:	Twenty (20) Adults

A. Program Description

Lupine Gardens will provide safe, affordable, quality permanent housing for twenty (20) very low-income individuals with psychiatric disabilities, all of whom are homeless or at high risk of homelessness and require additional support necessary to live independently in the community. The service array includes: Intensive case management provided in the “Full Service Partnership” (FSP) model as required by Mental Health Services Act funding, medication support and assistance with daily living skills i.e., meals, house cleaning, and laundry services, in order to live independently in the community. These intensive support services are not available in Interim’s other permanent housing projects.

B. Program Goals

1. Provide permanent housing for twenty (20) adults with psychiatric disabilities who are homeless or at risk of homelessness. Outcome: Sixty per cent (60%) of the individuals served will remain in permanent housing for at least one (1) year.
2. Provide intensive mental health and case management services including peer counseling, crisis intervention, and medication support. Assist consumers in arranging for optional meal service, house cleaning, and laundry services. Provide linkage and

assessment. Provide transportation assistance as needed, while encouraging residents to use public transportation seeking the following consumer outcomes:

- Consumer satisfaction with the quality of services provided will be high.
 - Eighty per cent (80%) of the residents will report a substantial improvement in quality of life as a result of the services received at Lupine Gardens from entry point benchmark.
 - Forty per cent (40%) of the individuals will participate in various community programs, social support program, or peer operated wellness recovery program, i.e., Wellness Recovery Center, Our Friends, Dual Recovery resource groups.
3. Promote employment as important part of individual's wellness and recovery process. Outcome: Ten per cent (10%) of the residents will participate in vocational training, will be employed or will perform volunteer work.
 4. Enhance each resident's self-sufficiency and independent living skills. Outcome: Twenty percent (20%) of the residents will require less intensive support services or will move to a more independent level of housing within 2 years.

C. Admission Criteria

1. Financial Eligibility: Short-Doyle/Medi-Cal eligible, or meet the standards for low-income status.
2. Meet HUD income qualifications, and HCD qualifications for homelessness or at risk of homelessness.
3. Referral through MCBHB Service Coordinators with admission approval by Interim, Inc. staff.

D. Population of Focus

Adults with serious psychiatric disabilities.

E. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcomes data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Six: Wellness Recovery Centers for Adults - OMNI Resource Center and Our Voices

Type of Program:	Wellness & Recovery/Prevention & Early Intervention
Address of Delivery Site:	1033 S. Main Street, Suite A, Salinas 608 Pearl St., Monterey

Program Schedule: Monday through Friday, 11am to 4pm in Salinas
Monday through Friday, Noon to 5 p.m. in Monterey

Target # of Consumers: Five hundred (500) unduplicated consumers and family members annually

A. Program Description

As part of the Monterey County Mental Health Services Act (MHSA) Plan, the Contractor will assist adults with mental health challenges residing in Monterey County to acquire the skills and resources to live successfully in the community. Consumers do not have to be affiliated with Interim's housing facilities or MCBHB to participate in the recovery oriented support groups nor do they need a referral. There will be coordination with the OMNI Resource Center and Our Voices in providing services. Both programs will promote consumer wellness and recovery by operating centers that provides self-help groups, including socialization groups, to assist members in pursuing personal and social growth and change; as well as groups to provide peer support in order to specifically address issues of personal growth. Recreational activities include: outings, monthly dinners, holiday dinners or events, annual Volunteer appreciation luncheon, computer and internet access.

B. Program Goals

1. Provide Wellness Recovery Centers for Adults in Salinas and in Monterey that are directed and operated by mental health consumers and family members.
2. Assure services are provided in welcoming environment that is culturally and linguistically competent.
3. Facilitate the provision of wellness recovery action planning groups and peer-led self help/support groups.
4. Offer one Emotions Anonymous groups weekly in both Monterey and in Salinas.
5. Employ consumers as staff for both sites.
6. Facilitate development of an advisory committee/council composed of a majority of consumers who will assist in the decision making process of running the day to day operation of both centers.
7. Organize safe and fun recreational and social activities based on consumer feedback which promote wellness and recovery. Recreational activities are regularly scheduled, including monthly and holiday dinners, dances, outings and a once a year camping trip.
8. Operate the OMNI Resource Center and Our Voices on days and hours that create maximum access for mental health consumer's participation.
9. Develop volunteer opportunities for at least ten consumers in each site to assist with the running of the activities.
10. Facilitate the Recovery Task Force and the Anti-Stigma Committee.
11. Offer weekly Smoking Cessation groups at both sites.
12. Promote the message that wellness and recovery is possible.

13. Provide peer-led self-help/support groups twice per week in Salinas for Transition Age Youth.
14. Offer a minimum two (2) mental health recovery groups once a week in East Salinas and once per month in South County by bi-lingual (Spanish speaking) staff.
15. Members will issue a bi-annual newsletter to over five hundred (500) mental health consumers, professionals and family members.
16. Receive eighty percent (80%) or higher satisfaction rate on Consumer Satisfaction Surveys to be distributed at both sites bi-annually.
17. Serve five hundred (500) unduplicated consumers on an annual basis.

C. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcome data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Seven: Creating New Choices “CNC”

Type of Program:	Supportive Housing
Address of Delivery Site:	439 Soledad St., Salinas
Limitation of Service:	Adult Mentally Ill Offenders
Target # of Consumers:	Four (4)

A. Program Description

As previously developed by a California Board of Corrections Mentally Ill Offenders Crime Reduction grant, Interim, Inc. will provide stable housing that is designed for the individual needs of the consumer as well as a central place for peer group interaction in the community. Mentally ill offenders can check in with staff to maximize the social gains that can be made through peer pressure as well as reside in a supportive group residence with space to conduct cognitive skill groups and other social skills learning activities. This will also provide a central place and a program identity that fosters positive peer support. This program, Creating New Choices (CNC) is a Full Service Partnership (FSP) program as included in the Monterey County Mental Health Services Act (MHSA) Plan.

B. Program Goals

1. Provide a stable supportive housing environment and a positive peer culture;
2. Use a FSP philosophy of “whatever it takes” to ensure consumers reside successfully in the community; and

3. Help to reduce the criminal recidivism rate amongst mentally ill offenders as well as assist consumers to integrate successfully back into the community.

C. Admission Criteria

1. Ambulatory adults 18 years of age and older with acute to moderate level of impairment but does not meet 5150 criteria.
2. Adults with DSM IV serious mental illness Diagnostic Categories including but not limited to:
 - Schizophrenia
 - bipolar disorders
 - schizoaffective disorders
 - mental health disorders that substantially interfere with the person’s ability to carry out primary aspects of daily living in the community.
3. Referral through MCBHB Forensic Services Team with admission approval by Interim staff. Priority will be given to CNC consumers for the beds at Soledad House. If a Soledad House bed is empty and the MCBHB team does not have CNC consumers to refer, the bed can be used by consumers receiving a level of service consistent with Community Housing.

D. Population of Focus

Adults who have been incarcerated and recently released with serious psychiatric disabilities and require support to acquire and apply coping, recovery, interpersonal, and independent living skills to function in the community.

E. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcome data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Eight: Sunflower Gardens

Type of Program:	Permanent Supportive Housing 15 Units (13 efficiency units and 2 shared units) Transitional Housing (2 efficiency units)
Address of Delivery Site:	29 Sun Street, Salinas
Target # of Consumers:	23 individuals (See Exhibit H)

A. Program Description

Interim, Inc. will provide services to individuals with serious mental illness who are homeless or at risk of homelessness during a transition period whereby individuals are referred to this program by MCBHB and permanent placement into an available housing option has been made within this development. The intent is to transition those individuals into the permanent housing while providing the necessary support system to ensure success in integrating into the community. The services provided to the tenants will include assessments, evaluation, and assistance in accessing benefits, case management, with a major focus in helping consumers to be successful in housing by helping them to meet the terms of their leases. The intent is to ensure the challenges of maintaining housing for individuals with serious mental illness are addressed and the provision of independent living skills in a behavioral health care environment are provided in a collaborative fashion whereby MCBHB and Interim, Inc. collaborate in determining the individualized services needed for each consumer in working towards resiliency and self sufficiency. Tenants in Sunflower Gardens can be moved from Full Service Partnership (FSP) level of service to a less intense level of service (“FSP-Light”) services at a level consistent with Community Housing services. All billing for Sunflower (FSP or FSP Light) will remain under Sunflower Gardens.

B. Program Goals

The services provided to residents will be as defined in the Mental Health Services Act and include assessments, evaluation, and assistance in accessing benefits, case management, with a major focus in helping residents to be successful in housing by helping them to meet the terms of their leases. The intent is to ensure the challenges of maintaining housing for individuals with serious mental illness are addressed and the provisions of independent living skills are provided. MCBHB and Interim will work in a collaborative manner in determining the individualized services needed for each resident in working towards resiliency and self sufficiency.

Interim and MCBHB staff will also work together to create a welcoming community, promoting the values of the wellness recovery principles of the Mental Health Services Act in a culturally competent, recovery-based model for the population of focus. This will include psychosocial and psychiatric rehabilitation services using the following strategies:

- Increase the consumer’s network of support, i.e. assist consumers with reconnecting with family members; and
- Develop bi-lingual materials

The expected outcomes will be as follows:

- Sixty percent (60%) of Sunflower Garden residents will remain in permanent housing for at least one (1) year
- Of the twenty-one (21) adults living at Sunflower Gardens, twenty percent (20%) will move after one year to Community Housing or other permanent housing in the community at large.
- Each resident’s self sufficiency and independent living skills will be enhanced.

- Develop jobs and related job resources, work with SEES, Department of Rehabilitation, and assist consumers to find and keep employment, or other meaningful daytime activities with the following expected outcomes:
 - Forty per cent (40%) of the residents will participate in various community programs, social support programs, or peer operated wellness recovery program, i.e., OMNI Resource Center, Our Voices, and Dual Recovery Services.

C. Tenancy Criteria

The priority for residency at Sunflower Gardens will be for individuals with serious mental illness who are homeless and enrolled in mental health services with priority given to Full Service Partnership (FSP) consumers. The income levels of those served in the 21 permanent supportive housing beds shall not exceed 30% of Area Median Income (AMI). Those served in the 2 transitional shared units shall not exceed 50% of AMI. All tenants are referred to Sunflower Gardens through MCBHB as specified in the Tenant Selection Plan approved by the State.

Sunflower Gardens is a rental housing project developed with financial support of the Mental Health Services Act Supportive Housing Program. Operating expenses connected to the 15 permanent and 2 transitional units has been granted to Interim, Inc. through separate regulatory agreements. The funds in this Agreement are connected to the provision of services to tenants only. No funds granted through this Agreement shall be attributed to operating expenses. All services granted under this Agreement must conform to the service plan approved by the State for the permanent supportive housing units (see Exhibit H).

D. Population of Focus

The population of focus includes single individuals age 18 and older who are homeless or are at risk of homelessness with psychiatric disabilities as defined in Welfare and Institutions Code Section 5600.3 (b) (1). The term “Homeless” means living on the streets, or lacking a fixed, regular, and adequate night-time residence which includes shelters, motels and living situations in which the individual has no tenant rights.

Some examples of individuals who are at risk of homelessness may include, but are not limited to, individuals discharged from:

- Institutional settings such as hospitals, psychiatric health facilities, skilled nursing facilities, mental health rehabilitation centers, crisis and transitional residential settings;
- Crisis and transitional residential settings;
- Local city or county jails; and
- Those individuals who have been assessed and are receiving services at the county mental health department and who have been deemed to be at imminent risk of homelessness, as certified by the Monterey County Behavioral Health Bureau Director.

E. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on consumer and project outcomes. Contractor will be required to report outcome data regularly to MCBHB according to the requirements as set forth by the State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the MCBHB.

Program Nine: Chinatown Community Learning Center (July 1, 2013 through June 30, 2014)

Type of Program:	Community-based wellness and recovery services for adults who are currently homeless and who may also have serious mental illness and/or substance abuse disorders.
Address of Delivery Site:	20 Soledad Street, Salinas, CA
Target # of Consumers:	25 unduplicated consumers per month who are currently homeless.

A. Program Description, Goals & Staffing

1. Operate the Chinatown Community Learning Center a minimum of four (4) days per week, five (5) hours per day.
2. Assist with at least three (3) SSI applications per month using the SOARS method.
3. Facilitate two (2) groups per week; one (1) utilizing the Seeking Safety curriculum, and one (1) utilizing the Mind Over Mood curriculum.
4. Provide assistance in applications for General Assistance, ViaCare, Medi-Cal or other health benefits, and/or Food Stamps for two (2) individuals with mental illness per month. Assistance shall include assisting individuals to obtain identification and income verifications. Assistance shall also include accompanying consumers to interviews, application appointments, hearings or other appointments necessary to procure benefits.
5. Interim's MCHOME Program staff will be co-located at the Chinatown Community Learning Center for a minimum of 5 hours per week.

6. Provide access to Chinatown Community Learning Center for a minimum of five (5) hours per week for a substance abuse prevention/ treatment provider to provide counseling/ support groups.
7. Oversee the development of a method to insure MCHOME Program and a substance abuse prevention/treatment provider staff has access to the Chinatown Community Learning Center.

B. Population of Focus

Homeless adults who have mental illness/and or substance abuse challenges.

C. Reporting Requirements

Contractor will meet regularly with the designated MCBH Services Manager to monitor progress on consumer and project outcomes.

**EXHIBIT B:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Provisional Rate and Cash Flow Advance (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 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 and Mental Health Services 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.

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The following program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$ 15,777,468** for **FY 2013-14 through FY 2015-16** as follows:

Service Description	Mode of Service	Service Function Code	FY 2013-14 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2013-14
Adult Crisis Residential	5	40-49	4,186		320.32	\$ 1,351,446
Bridge House: Residential	10	65-79	4,365		162.91	\$ 691,371
Bridge House: Day Rehab.	15	95-99	2,402		107.78	\$ 295,975
Dual Recovery - CM & MHS	15	01-09	109,482	CM	2.12	\$ 299,981
		10-19		MHS	2.74	
Community Housing - CM & MHS	15	01-09	217,778	CM	2.12	\$ 596,713
		10-19		MHS	2.74	
Shelter Cove - CM & MHS	15	01-09	233,332	CM	2.12	\$ 639,329
		10-19		MHS	2.74	
Sandy Shores - CM & MHS	15	01-09	100,728	CM	2.12	\$ 275,994
		10-19		MHS	2.74	
SEES - CM & MHS	15	01-09	37,211	CM	2.12	\$ 101,959
		10-19		MHS	2.74	
McHome - CM & MHS	15	01-09	126,989	CM	2.12	\$ 347,949
		10-19		MHS	2.74	
Sunflower Gardens - CM & MHS	15	01-09	89,058	CM	2.12	\$ 244,018
		10-19		MHS	2.74	
Lupine Gardens - CM & MHS	15	01-09	99,750	CM	2.12	\$ 273,315
		10-19		MHS	2.74	
Soledad/CNC - CM & MHS	15	01-09	51,499	CM	2.12	\$ 141,106
		10-19		MHS	2.74	
Total FY 2013-14						\$ 5,259,156

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Service Description	Mode of Service	Service Function Code	FY 2014-15 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2014-15
Adult Crisis Residential	5	40-49	4,186		320.32	\$ 1,351,446
Bridge House: Residential	10	65-79	4,365		162.91	\$ 691,371
Bridge House: Day Rehab.	15	95-99	2,402		107.78	\$ 295,975
Dual Recovery - CM & MHS	15	01-09	109,482	CM	2.12	\$ 299,981
		10-19		MHS	2.74	
Community Housing - CM & MHS	15	01-09	217,778	CM	2.12	\$ 596,713
		10-19		MHS	2.74	
Shelter Cove - CM & MHS	15	01-09	233,332	CM	2.12	\$ 639,329
		10-19		MHS	2.74	
Sandy Shores - CM & MHS	15	01-09	100,728	CM	2.12	\$ 275,994
		10-19		MHS	2.74	
SEES - CM & MHS	15	01-09	37,211	CM	2.12	\$ 101,959
		10-19		MHS	2.74	
McHome - CM & MHS	15	01-09	126,989	CM	2.12	\$ 347,949
		10-19		MHS	2.74	
Sunflower Gardens - CM & MHS	15	01-09	89,058	CM	2.12	\$ 244,018
		10-19		MHS	2.74	
Lupine Gardens - CM & MHS	15	01-09	99,750	CM	2.12	\$ 273,315
		10-19		MHS	2.74	
Soledad/CNC - CM & MHS	15	01-09	51,499	CM	2.12	\$ 141,106
		10-19		MHS	2.74	
Total FY 2014-15						\$ 5,259,156

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Service Description	Mode of Service	Service Function Code	FY 2015-16 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2015-16
Adult Crisis Residential	5	40-49	4,186	320.32		\$ 1,351,446
Bridge House: Residential	10	65-79	4,365	162.91		\$ 691,371
Bridge House: Day Rehab.	15	95-99	2,402	107.78		\$ 295,975
Dual Recovery - CM & MHS	15	01-09	109,482	CM	2.12	\$ 299,981
		10-19		MHS	2.74	
Community Housing - CM & MHS	15	01-09	217,778	CM	2.12	\$ 596,713
		10-19		MHS	2.74	
Shelter Cove - CM & MHS	15	01-09	233,332	CM	2.12	\$ 639,329
		10-19		MHS	2.74	
Sandy Shores - CM & MHS	15	01-09	100,728	CM	2.12	\$ 275,994
		10-19		MHS	2.74	
SEES - CM & MHS	15	01-09	37,211	CM	2.12	\$ 101,959
		10-19		MHS	2.74	
McHome - CM & MHS	15	01-09	126,989	CM	2.12	\$ 347,949
		10-19		MHS	2.74	
Sunflower Gardens - CM & MHS	15	01-09	89,058	CM	2.12	\$ 244,018
		10-19		MHS	2.74	
Lupine Gardens - CM & MHS	15	01-09	99,750	CM	2.12	\$ 273,315
		10-19		MHS	2.74	
Soledad/CNC - CM & MHS	15	01-09	51,499	CM	2.12	\$ 141,106
		10-19		MHS	2.74	
Total FY 2015-16						\$ 5,259,156

B. CASH FLOW ADVANCE

Board & Care and other housing supports, dual recovery, homeless outreach, and peer-led wellness and recovery programs that provide non-Medi-Cal billable services shall be paid as Cash Flow Advances for a total maximum of \$ 5,045,732 for FY 2013-14 through FY 2015-16 as follows:

Service Description	Mode of Service	Service Function Code	FY 2013-14 Amount
Adult Crisis: Board & Care	60	40-49	\$ 103,058
Bridge House: Board & Care	60	40-49	\$ 24,530
SAMHSA Support – Dual Diagnosis	60	78	\$ 98,931
Dual Recovery Services	60	70	\$ 12,686
Community Housing: Housing	60	70	\$ 155,677
Shelter Cove: Housing	60	70	\$ 174,013
Sandy Shores: Housing	60	70	\$ 94,206
SEES: Non-Medi-Cal	60	70	\$ 20,331
WET: Non-Medi-Cal	60	70	\$ 71,153
McHome: Non-Medi-Cal/MHSA	60	70	\$ 288,551
McHome: Non-Medi-Cal/PATH	60	70	\$ 91,888
OMNI Resource Center	60	70	\$ 392,499
Our Voices	60	70	\$ 93,547
Soledad/CNC: Housing	60	70	\$ 34,015
Chinatown Community Learning Center	60	70	\$ 80,477
Total			\$ 1,735,562

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Service Description	Mode of Service	Service Function Code	FY 2014-15 Amount
Adult Crisis: Board & Care	60	40-49	\$ 103,058
Bridge House: Board & Care	60	40-49	\$ 24,530
SAMHSA Support – Dual Diagnosis	60	78	\$ 98,931
Dual Recovery Services	60	70	\$ 12,686
Community Housing: Housing	60	70	\$ 155,677
Shelter Cove: Housing	60	70	\$ 174,013
Sandy Shores: Housing	60	70	\$ 94,206
SEES: Non-Medi-Cal	60	70	\$ 20,331
WET: Non-Medi-Cal	60	70	\$ 71,153
McHome: Non-Medi-Cal/MHSA	60	70	\$ 288,551
McHome: Non-Medi-Cal/PATH	60	70	\$ 91,888
OMNI Resource Center	60	70	\$ 392,499
Our Voices	60	70	\$ 93,547
Soledad/CNC: Housing	60	70	\$ 34,015
Total			\$ 1,655,085

Service Description	Mode of Service	Service Function Code	FY 2015-16 Amount
Adult Crisis: Board & Care	60	40-49	\$ 103,058
Bridge House: Board & Care	60	40-49	\$ 24,530
SAMHSA Support – Dual Diagnosis	60	78	\$ 98,931
Dual Recovery Services	60	70	\$ 12,686
Community Housing: Housing	60	70	\$ 155,677
Shelter Cove: Housing	60	70	\$ 174,013
Sandy Shores: Housing	60	70	\$ 94,206
SEES: Non-Medi-Cal	60	70	\$ 20,331
WET: Non-Medi-Cal	60	70	\$ 71,153
McHome: Non-Medi-Cal/MHSA	60	70	\$ 288,551
McHome: Non-Medi-Cal/PATH	60	70	\$ 91,888
OMNI Resource Center	60	70	\$ 392,499
Our Voices	60	70	\$ 93,547
Soledad/CNC: Housing	60	70	\$ 34,015
Total			\$ 1,655,085

*Mental Health Services Agreement
Interim, Incorporated.
FY 2013-14 through FY 2015-16*

IV. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement. The County shall only pay the Contractor for services to clients that are referred by the County. If the client is referred by the County to the

Contractor, or is approved for services by the County, the County shall pay the Contractor, regardless of the client's Medi-Cal eligibility.

- 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 **\$20,823,200** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2013 – June 30, 2014	\$ 6,994,718
July 1, 2014 – June 30, 2015	\$ 6,914,241
July 1, 2015 – June 30, 2016	\$ 6,914,241
TOTAL MAXIMUM LIABILITY	\$20,823,200

- 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 I. Only the costs listed in Exhibit I 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 or \$5,000, whichever is greater, any contract expense line item amount in the "Revenue and Expenditure Summary" 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 I, 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. If the CONTRACTOR's Medi-Cal claims are denied/disallowed by the State and the disallowance is the responsibility of the CONTRACTOR, the 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 J, Section V (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

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

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit J, 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."

**EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.


Signature of Authorized Representative

Date

5/13/13

Interim, Incorporated
Business Name of Contractor

Barbara Mitchell, M.S.W.
Name of Authorized Representative (printed)

Executive Director
Title of Authorized Representative

**EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.


This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. Employs fewer than fifteen persons;

1. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Interim, Incorporated		
Name of Designee	Barbara Mitchell, M.S.W.		
Title of Designee	Executive Director		
Street	P.O. Box 3222		
City	Monterey, CA	State	CA Zip 93942
IRS Employer Identification Number	51-015-9122		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date	
		5/13/13	
Title of Contractor: Executive Director			

**EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH
MONTEREY COUNTY CULTURAL COMPETENCY POLICY**

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate

reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.


Signature of Authorized Representative

5/13/13
Date

Interim, Incorporated
Contractor (Organization Name)

Barbara Mitchell, M.S.W.
Name of Authorized Representative

Executive Director
Title of Authorized Representative

EXHIBIT F:
BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as “**Agreement**”, is made effective July 1, 2013 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and Interim, Incorporated hereinafter referred to as “**Business Associate**”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which amends HIPAA and the HIPAA Privacy Rule; and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other

*Mental Health Services Agreement
Interim, Incorporated.
FY 2013-14 through FY 2015-16*

California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of

the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees,

contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: _____

Title: Director of Health

Date: _____

BUSINESS ASSOCIATE:

By: Barbara L. Mitchell

Title: Executive Director

Date: 8/13/13

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Contractor : Interim, Inc. - Dual Recovery CMMH Services		Invoice Number :
Address Line 1 P.O. Box 3222		
Address Line 2 Monterey, CA 93942		County PO No.:
Tel. No.:		
Fax No. : (831) 689-1581		
Contract Term: July 1 2013 - June 30, 2016		Final Invoice : (Check if Yes)
BH Division : Mental Health Services		BH Contract Number

Service Description	Mode of Services (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered as of Last Period	Total UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Dual Recovery - Mental Health Services	15 (63M-SASD)	01	301	274											
Dual Recovery - Case Management	15 (63M-SASD)	45	381	212							299,981	0.00	0.00	0.00	
TOTALS					109,482	0	0	0			299,981	0.00	0.00	0.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate. The amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature	Date
Telephone	
Behavioral Health Authorization for Payment	
Authorized Signatory	
Date	

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Invoice Number :		Country, P.O. No.:	
Contract Terms: July 1, 2013 - June 30, 2016		Final Invoice : (Check if Yes)	
Contractor: Kaiser, Inc. - Community Housing		BH Control Number:	
Address Line 1: P.O. Box 3722			
Address Line 2: Monterey, CA 93942			
Tel. No.:			
Fax No.:			
Contract Division: Mental Health Services			

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
CH Case Management	5 (various)	01	301	2.2		0		0	#N/A	0	#N/A		0.00	0.00	0.00	#N/A
CH Mental Health Services	5 (various)	45	381	2.74		0		0	#N/A	0	#N/A	596,778	0.00	0.00	0.00	#N/A
TOTALS					217,778	0	0	0				596,778	0.00	0.00	0.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____
 Title: _____ Telephone: _____

Send to: _____ Behavioral Health Authorization for Payment
 MCHDBHFfinance@co.monterey.ca.us
 Authorized Signatory _____ Date _____

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Invoice Number: _____

County PO No.: _____

Final Invoice: (Check if Yes) BHF Control Number _____

Contractor: Interim, Inc. - Shelter Cove CMMH Services
 Address Line 1: P.O. Box 3222
 Address Line 2: Monterey, CA 93942
 Tel. No.: _____
 Fax No.: (831) 649-1581
 Contract Term: July 1 2013 - June 30, 2016
 BHF Division: Mental Health Services

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
SC Case Management	16 (66AS00) 01	301	381	2.74											
SC Mental Health Services	16 (66AS00) 45			2.74							639,329				
TOTALS					233,332										

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Contractor : Interim, Inc. - Sandy Shores CVM/MS Services		Invoice Number :	
Address Line 1 P.O. Box 3222		County PO No.:	
Address Line 2 Monterey, CA 93942			
Tel. No.:			
Fax No.: (831) 649-1581			
Contract Term: July 1, 2013 - June 30, 2016		Final Invoice : (Check if Yes)	
BHD Division : Mental Health Services		BHD Control Number	

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
SS Case Management	15 (OPASOC)	01	301	2.12									0.00	0.00	0.00	
SS Mental Health Services	15 (OPASOC)	46	381	2.74								275,994	0.00	0.00	0.00	
TOTALS					100,728	0	0	0					0.00	0.00	0.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature:	Date:
Title:	Telephone:

Send to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment
		Authorized Signatory
		Date

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Contractor: Interim, Inc. - Supported Education a.k.a. SEES
Address Line 1: P.O. Box 3222
Address Line 2: Monterey, CA 93942
Tel. No.:
Fax No.: (831) 642-1581
Contract Term: July 1, 2013 - June 30, 2016
BH Division: Mental Health Services

Invoice Number: _____
County PO No.: _____
Final Invoice: (Check if Yes) **BH Control Number** _____

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Case Management	15 (27832)	01	301	2.12					#DNV/!	#DNV/!		\$01,959				#DNV/!
Mental Health Services	15 (27832)	45	381	2.74					#DNV/!	#DNV/!						#DNV/!
TOTALS					37,241											

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ **Date:** _____
Title: _____ **Telephone:** _____
Sent to: MCHDBHFinance@co.monterey.ca.us
 Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Contractor : Interm. Inc. - Sunflower Gardens	Invoice Number :
Address Line 1 P.O. Box 3222	County PO No.:
Address Line 2 Monterey, CA 93942	Final Invoice : (Check if Yes)
Tel. No. : (831) 692-1881	BH Control Number
Fax No. : (831) 692-1881	
Contract Term: July 2015 - June 30, 2016	
BH Division : Mental Health Services	

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered of this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date of Contract	% Delivered to Date of UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2015-16 Contract Amount	Dollar Amount Requested of this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Case Management	5 (COASOC)	01	301	2.12				0	#DVA/0	0	#DVA/0		0.00	0.00	0.00	#DVA/0
Mental Health Services	5 (COASOC)	45	381	2.74				0	#DVA/0	0	#DVA/0		0.00	0.00	0.00	#DVA/0
TOTALS					89,058	0	0	0				244,078	0.00	0.00	0.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____	Date: _____
Title: _____	Telephone: _____
Send to: <u>MCHDBHFinance@co.monterey.ca.us</u>	Behavioral Health Authorization for Payment
_____	Authorized Signatory
_____	Date

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form

Contractor: Interm. Inc. - Lupine Gardens	Invoice Number: _____
Address Line 1: P.O. Box 3722	County PO No.: _____
Address Line 2: Monterey, CA 93942	Final Invoice: <input type="checkbox"/> (Check if Yes)
Tel. No.: _____	BH Control Number <input type="text"/>
Fax No.: (831) 649-1581	
Contract Term: July 1, 2013 - June 30, 2016	
BH Division: Mental Health Services	

Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount									
Case Management	5 (BYASOOFSP)	01	301	2.72					#DVO!	#DVO!		273,315				#DVO!									
Mental Health Services	5 (BYASOOFSP)	45	381	2.74					#DVO!	#DVO!						#DVO!									
TOTALS															99,750										

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____	Date: _____
Title: _____	Telephone: _____
Send to: <u>MCHDBHFinance@co.monterey.ca.us</u>	Behavioral Health Authorization for Payment
_____	_____
_____	Authorized Signatory
_____	Date

EXHIBIT G

Behavioral Health Cost Reimbursement Invoice Form																
										Invoice Number :						
Contractor : Interim, Inc. - CNC (aka Soledad House, MOCR Program) CMMHS Services																
Address Line 1 : P.O. Box 3222																
Address Line 2 : Monterey, CA 93942										County PO No.:						
Tel. No.:																
Fax No. : (831) 649-1581																
Contract Term: July 1, 2013 - June 30, 2016										Final Invoice : (Check if Yes)						
BH Division : Mental Health Services										BH Control Number						
Service Description	Mode of Service (Reporting Unit)	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 2013-14 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
CNC - Mental Health Services	'5 (B9ASOC)	01	301	2.74												
CNC - Case Management	'5 (B9ASOC)	45	381	2.12												
TOTALS					54,498	0	0	0	0			441,406	0.00	0.00	0.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature	Date
Title	Telephone
Send to: MCHDBHF:finance@co.monterey.ca.us	
Authorized Signatory	

STATE OF CALIFORNIA
MENTAL HEALTH SERVICE ACT HOUSING PROGRAM APPLICATION

Section D: MHSA Housing Program Supportive Housing and Services Information
D.4 Supportive Services Plan

The primary objective of the Casas del Sol (CDS) supportive services plan is to support the tenant in attaining and maintaining residency and in achieving wellness and recovery. This is achieved by assisting the tenant in achieving stability and recovery through a wide variety of supportive services. Services are available to all residents, however participation is voluntary.

Overview and Description of Services

For the provision of this application, Interim, Inc. shall be the main designated service provider. Interim Inc. is a local non-profit organization with extensive experience in provision of supportive housing for low income persons with psychiatric disabilities. Interim currently operates supportive permanent or transitional housing for 208 persons in 15 separate sites/ developments. Interim provides supportive services to all tenants at these sites. Of the permanent supportive housing units, forty are restricted to persons who are homeless, and 20 are restricted to persons who are homeless or at-risk of homelessness. Of the 58 transitional supportive housing units, all are restricted to homeless persons with psychiatric disabilities. In addition to direct provision of services, Interim also provides linkage and brokerage to other service providers to meet the diverse needs of residents.

Consumers identified for this housing program will be single adults with serious mental illness who are homeless or at risk of homelessness. It is anticipated that many of these individuals will come to us with an untreated mental illness and other health issues, including substance abuse disorders and physical health problems. Since the history of each consumer will vary, an individualized approach to assessment of needs, and treatment and goal planning will be used. The services and goals will be designed in partnership with the resident and will be client directed utilizing a strengths-based approach.

A multi-disciplinary team, including recovering consumers and staff reflecting the ethnic and cultural diversity of tenants, will provide services. The multi-disciplinary team will include a psychiatrist, psychiatric social worker, case managers (counselors), peer community support workers, and employment training development specialists. The psychiatrist and psychiatric social worker are employees of Monterey County Behavioral Health and are supplied through the MCHOME program. The case managers and community support workers and employment training development specialists will be employees of Interim Inc. Other providers will be the Veteran's Transition Center, Food Bank Monterey County, California Department of Rehabilitation, and John XXIII AIDS Project and Monterey County Dept. of Social and Employment Services.

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While all services will be voluntary, a range of mental health services will be offered and provided to all tenants. The complete supportive services program will include, but not be limited to: assessment and evaluation; assistance in accessing benefits; individual goal and service planning; case management; independent living skills development; transportation assistance; money management and financial education; emergency assistance with food and clothing; assistance in accessing other healthcare services including dental, medical and vision; medication education and support, supportive employment and education services; crisis intervention; dual diagnosis treatment and support for residents who have drug and alcohol disorders as well as psychiatric disabilities, and representative payees. Other support services include recreational and social activities, and a consumer directed and operated wellness and recovery program.

Services will primarily be offered on-site and with a frequency that is individually determined. Supportive services staff will also assist tenants in accessing other services as appropriate to meet the residents' individual needs to attain recovery and stability in order to successfully remain housed. Staff uses the principles of intensive integrated support services and assertive engagement techniques to develop relationships with tenants who initially decline services.

Supportive Services Provided to Residents of Casas del Sol Provided by Interim, Inc.

- **Case management/ Mental Health Services** - Case management services will be provided to all residents to assure that each resident is able to maintain in housing and is receiving available services which will enable him/her to function at the optimal level and to move towards wellness and recovery. Each resident is assessed to determine the type of services required and to determine the optimal plan for delivering services. The case managers assigned to Casas del Sol will help residents obtain social and healthcare services from other agencies to help further each resident's social, vocational, recreational, and health goals. Further duties provided by case managers include: crisis intervention, placement services, medication education and support, assistance in development of daily living skills, and linkage and brokerage with other services. These services are provided on-site and may include individual assistance, group support or classes in areas such as cooking and budgeting.

- **Transportation Assistance** - Few residents of Casas del Sol are expected to have their own vehicles. Residents will be encouraged to use public transportation and case managers and peer community support workers will assist residents to learn the public transport system if needed. Limited bus tickets are provided for residents who have insufficient income to pay for their own transportation. The case managers and peer community support workers will provide transportation to doctor's appointments, grocery shopping and other necessary appointments if the tenant is unable to use other means of transportation.

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- **Social Support, Self-help Groups, Peer Support, recreational/ social activities-** Interim offers numerous recreational and social activities as well as self help groups and wellness and recovery focused groups. These programs are facilitated by consumers who are employed by Interim in the OMNI Resource Center or by peer community support workers. Some support groups will be offered on-site in the community room for this housing as well as at other locations in Salinas, convenient by bus. In addition, this project will have an art studio for use by residents. Residents may participate in Break-Through H'Art, a consumer art collective facilitated by Interim.

- **Supported Education and Employment Services (SEES) -** INTERIM provides employment and educational assistance to adults with psychiatric disabilities. Employment services include career planning, job development, placement and coaching; follow along support, job club, and vocational support group. Educational services include ongoing support needed by clients to be successful in the educational environment of their choice. These support services are assistance with registration, financial aid, program planning, and obtaining accommodations, time management and study skills training, peer support groups and peer counseling. The Program objective is to assist clients who have experienced work and/or educational disruption resulting from a psychiatric disability to obtain and maintain employment and to succeed in the educational environment of their choice. All residents of Casas del Sol will be eligible for and encouraged to use this service. **The Dept. of Rehabilitation (DOR)** provides financial assistance for work, training, or school for eligible clients enrolled in the coop. DOR also provides financial assistance for work clothes, books, training programs, and transportation for individuals who meet eligibility requirements. These services are offered at the SEES offices in Salinas. Staff of SEES will also meet with residents at the Casas del Sol offices as needed.

- **Outreach/Support to Dually Diagnosed Residents -** INTERIM offers individual and group counseling, drug and alcohol education groups, relapse prevention groups, recovery skills, and back on track groups for individuals with concurrent substance abuse and mental illness. These services are will be offered on site as well as at other locations in Salinas and throughout Monterey County.

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Supportive Services Provided to Residents of Casas del Sol Provided by Other Providers

- **Monterey County Behavioral Health (M.C.B.H.)** will provide coordination of services, psychiatric services, and representative payees. M.C.B.H. uses a team approach with a psychiatrist working in a team with a number of coordinators. The team psychiatrist will evaluate and prescribe medications as indicated for all residents of this program. The psychiatrist will provide on-going medication support. An office will be available at this site for use by the County coordinators and the MCBH psychiatrist.
- **Veteran's Transitional Center** – Services to residents who are veterans including assistance in determination of veteran status and eligibility for VA benefits, claims assistance, access to VA medical health care system, life skills training, drug and alcohol counseling, job training, food and clothing assistance.
- **Food Bank for Monterey County** – Provides food to Interim Inc. for distribution as needed to residents.
- **Meals on Wheels** – Delivery of meals to residents requesting, needing this service
- **California State Department of Rehabilitation** – Vocational services to qualified residents of the Casas del Sol including expenses related to getting and keeping employment or going to school such as transportation, books, tuition, supplies, clothing and fees.
- **Monterey County Department of Social and Employment Services** - Assistance with application for benefits including SSA/ SSI/ GA, food stamps and Medi-Cal.
- **John XXIII AIDS Ministry** – HIV testing, counseling, support groups for persons with AIDS/ or who are HIV positive. HIV prevention information.
- **Health Assessments, Health Care and Dental Services** - Interim works to obtain healthcare services for tenants. Tenants with Medi-Cal have access to services through the **Central Coast Alliance for Healthcare** (Medi-Cal Managed Care provider for Monterey County). For tenants without income or Medi-Cal, staff helps residents access services through the local **Rotocare Clinic** or **Clinica de Salud del Valle de Salinas'** Healthcare for the Homeless program or the Medically Indigent Adult Program at **Natividad Medical Center**.
- **Housing Advocacy Council** - Financial literacy classes. Rental deposit assistance for persons moving out of Casas del Sol to other housing.

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Strategies and Assistance with Maintaining Housing, and Supporting Stability & Recovery

This project will be staffed by MCHOME, a project of Interim, Inc. and MCBH that is an intensive integrated services full service partnership model. Staff have been trained through years of operating programs and housing, first under the AB2034 program and then under the Mental Health Services Act.

They are skilled in engaging persons who are homeless or at risk of homelessness by meeting the client in their current location, and providing 24/7 support to respond to tenant crisis or other issues. Staff encourages a strengths based approach and encourages peer mentoring and support. Staff works with tenants to develop and attain goals that promote stability and recovery.

A major focus is helping clients be successful in housing by helping them to meet the terms of their leases. Staff works with the tenant and property management staff when any behaviors have been identified that may lead to eviction or when tenant non-payment of rent or inability to maintain the unit threatens tenancy. This includes working on tenant supports to insure that the tenant pays rent and maintains the housing unit. To assist with this, budgeting and financial literacy are offered for all tenants through on-site case management staff or through classes run by the Housing Advocacy Council. For tenants who are unable to manage their own funds, Monterey County Behavioral Health offers a representative payee service.

Supported education and employment services are offered to all tenants through the SEES Program as described above. In addition to assistance with employment in the community, Interim offers part-time employment within the agency, in positions reserved for consumers. Positions are available in landscaping, maintenance, peer support, homeless outreach, dual diagnosis outreach and support, clerical services, kitchen assistance, and in operation of the consumer operated OMNI Resource Center.

Peer support is integrated into the service supports. Consumers provide dual recovery services and support, medication education and support, and outreach and support to tenants to organize resident activities. In addition, tenants who need additional services to maintain housing may contract for Meals on Wheels delivery, and may contract for cleaning and laundry services through Interim or through the Department of Social Services In-Home Supportive Services program.

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Strategies for Tenant Engagement

The support services staff engages tenants by developing trusting relationships based on helping the tenant achieve their own individual goals. Staff will be on site a minimum of 5 days/week and can see tenants as frequently as daily. Staff use community building techniques and peer support to encourage participation in services. A resident council will be used to help develop policies, and assist with operations of the project. The type and frequency of intervention is based on tenant needs and stage of recovery. Peer community support workers also work to engage tenants in services and activities. Offering practical assistance such as transportation to doctor's appointments or grocery shopping gives staff opportunities for engagement in casual, non-threatening settings.

Service Provider(s) and Property Management Relationship

Interim, Inc. is the main service provider, as well as the property manager. Monterey County Behavioral Health will be the secondary service provider. Since 1986, INTERIM has successfully developed and operated 16 housing projects. INTERIM presently provides 236 beds, including 150 units of affordable permanent housing and transitional housing for 58 homeless individuals in several separate locations. Interim has a separate housing management division directed by the Director of Housing Development and Property Management. Housing management including leases, applications, tenant income and eligibility certifications, unit inspections, move-ins and move outs are handled by the two Housing Management Specialists. Maintenance staff provides regular preventative maintenance and repair for the units, as well as grounds maintenance. General cleaning of community rooms and public areas is generally a paid position given to one or more residents. A resident manager on-site provides general crisis response and oversight of safety on nights and weekends.

Communication Plan between Service Provider and Property Manager re: Tenant Status

Housing management staff meets regularly with service provision staff to discuss problems of late/no rent payments. Payment plans for back rent must be signed-off by the tenant, the case manager and the housing management specialist. Tenant or community complaints, issues about upkeep of units, or any allegations of illegal activities by tenants will also be discussed in these meetings. It is the responsibility of the case manager to support the tenant in maintaining housing. All maintenance problems are reported to the housing management specialist, either by the tenant or by case managers who screens calls and refer them to maintenance staff for attention.

Interim Inc. on-site staff will be supervised by a Program Director, who will be the main point of contact for communicating and coordinating service provision with other providers.

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Staffing Plan for Supportive Services

Support services provided by Interim will be provided by 2 FTE case managers and a .5 community support worker. They will be supervised by a supervisor (Assistant Program Director or Program Director.) A part time psychiatrist, employed by the County of Monterey Behavioral Health Division, will come to the site weekly to see residents in need of services. A part time administrative assistant will collect data, provide data entry and outcomes, and maintain records as required. The staffing ratio is one case manager to 10 residents. A resident manager will reside on site.

Overview Information about Service Providers

Interim, Inc. – is a non-profit organization dedicated to providing supportive services and quality housing to people with mental illness. We offer a continuum of services and housing aimed at assisting consumers in attaining stability and recovery.

Main Administrative Office

604 Pearl Street, Monterey, CA 93940

PHONE: 831-649-4522

FAX: 831-647-9136

Barbara L. Mitchell, MSW, Executive Director

Monterey County Behavioral Health - The Monterey County Health Department provides a wide variety of health-related services to county residents. Interim, Inc. has a service contract with Monterey County Behavioral Health, a division of the Monterey County Health Department. Monterey County Behavioral Health's mission is: to assist Monterey County citizens with mental health and addictive disorders to live in the community; and to reduce the social, legal, health, and economic consequences of mental health and addictive disorders.

Monterey County Health Department

Behavioral Health Division

1270 Natividad Road, Room 200

Salinas, CA 93906

PHONE: (831) 755-4510

FAX: (831) 755-4980

Division Chief: Wayne Clark, PhD

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Department of Rehabilitation - works in partnership with consumers and other stakeholders to provide services and advocacy resulting in employment, independent living and equality for individuals with disabilities. Department goals are: to fulfill this mission, the following goals have been set; increase the quality and quantity of employment outcomes; increase the effectiveness and efficiency of vocational rehabilitation services delivery; increase the number of SSI/SSDI beneficiaries at or above Substantial Gainful Activity; improve the recruitment and retention of qualified rehabilitation professionals; and increase equality for persons with disabilities through systems change.

Veteran's Transitional Center (VTC) – mission is to provide services for Monterey County's homeless veterans and their families. By providing veterans with transitional housing, emergency services and case management programs, veterans will once again become employable, productive members of the community. VTC does not simply offer short term solutions to homelessness, it strives to better the lives of homeless veterans and aims to give them the tools they need to help themselves.

Ronald Holland, Executive Director

Martinez Hall
220 Twelfth Street
Marina, CA 93933
PHONE: 831-899-5233
Fax 831-883-3024

Food Bank for Monterey County – is a non-profit private organization whose mission is to lead community efforts in the awareness and elimination of hunger in Monterey County. It is a certified America's Second Harvest food bank, and is the largest supplier of emergency food in Monterey County.

Leslie Thomas Sunny, Executive Director
815 W. Market St. #5, Salinas, 93901
PHONE: 831-758-1523

Meals on Wheels Of The Salinas Valley Inc. - promotes a better quality of independent living and addresses the unmet needs of people who are homebound, elderly or disabled and who are unable to shop for or prepare their own meals, by delivering affordable nutritious meals to their Salinas Valley homes and providing friendly contact with caring volunteers.

Jeanine Nunez Robinette, Executive Director
40 Clark Street, Suite C, Salinas, 93901
PHONE: 831-758-6325
FAX: 831-758-6518

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Monterey County Department of Social and Employment Services - The Department of Social and Employment Services directly administers over seventy programs that daily serve an estimated 60,000 residents of Monterey County. These services include a variety of public assistance programs, employment services, family and children's services and programs for disabled adults and older individuals. The SSI Advocacy Program helps low-income persons who may qualify for SSI because of disability but need extra assistance with the application process.

Adult Services Office
713 La Guardia, Salinas, CA 93905
PHONE: 831-755-3403
OPEN: M-F, 8 a.m. – 5 p.m.

Central Coast Alliance for Health (The Alliance) - is the Medi-Cal managed health care plan for Santa Cruz and Monterey counties. The Alliance is a public nonprofit agency that contracts with a variety of medical providers to provide health care services to members. They operate under an exclusive contract with the State Department of Health Services to administer the Medi-Cal program locally, using a managed care model. Their mission is to ensure appropriate access to health care services for local Medi-Cal recipients, who are Alliance "members"; to improve medical outcomes, minimize unnecessary suffering and cost and promote self care and wellness; to increase provider satisfaction and participation in Medi-Cal service delivery.

Salinas Office
1000 S. Main St., Suite 313
Salinas, CA 93901
(831) 755-8220
Hours: M-F, 8am-5pm

RotaCare - is a nonprofit corporation formed for the purpose of providing free medical care to people who have the most need and the least access to medical services. It is a coalition of physicians, nurses, pharmacists, social workers, interpreters/translators and other volunteers who provide free medical care to the medically underserved in a collaborative effort with Rotary Clubs, hospitals, clinics, community, and social service organizations and service groups.

Location:
1150 Fremont Boulevard
Seaside, CA 93955
House: Wednesday 6:00 p.m. – 9:00 p.m.
Site Admin: Pamela Norton (831-659-8037)
Medical Director: William McAfee, MD

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Clinica de Salud del Valle de Salinas - is dedicated to providing quality comprehensive health care to men, women and children with an emphasis on farm worker families and the agricultural community.

Administration Building
440 Airport Boulevard
Salinas, CA 93905
PHONE: 831-757-8689
FAX Number: 831-757-1597
PHONE: 831-970-1972 Homeless Services

John XXIII AIDS Ministry - mission is to provide housing and related services to people living with HIV/AIDS; and to generate and foster compassionate understanding, provide HIV education, prevention and testing activities, and emotional and end-of-life services to individuals and families at risk for, or living with, HIV/AIDS in Monterey and San Benito Counties, California.

Katherine Theoni, Executive Director
P.O. Box 1931
Monterey, CA 93942
PHONE: 831-655-1737
FAX 831-655-0893

Housing Advocacy Council of Monterey County - is a not-for-profit community based advocacy organization that assists and educates Monterey County residents to obtain and maintain affordable housing and prevent homelessness.

Marilyn Dorman, Executive Director
P.O. Box 1307
Salinas, CA 93902
PHONE : 831-424-9186
FAX 831-757-1349

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Section D: MHSA Housing Program Supportive Housing and Services Information
 D.5 SUPPORTIVE SERVICES CHART

Supportive Service	Target Population	Service Provider(s)	Service Location
Case Management, Mental Health Services	All residents: homeless or at risk of homelessness serious mental illness, including some dually diagnosed with substance abuse disorder and mental illness.	CDS Supportive Services Program Team: including Interim, Inc.; Monterey County Behavioral Health,	On-Site
Transportation Assistance	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Interim, Inc,	On-Site and Off-Site as needed. - staff provided transportation, or assist with use of public transportation based on availability and resident choice
Social Support, Self-Help Groups; Wellness and Recovery Activities; Recreational and Social Activities.	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	CDS Supportive Services Program Team: including Interim, Inc., OMNI Resource Center (Interim Inc. Consumer operated Wellness Center), Our Friends and Our Voices Social Support Program (Interim)	On-Site and Off-Site - staff provided transportation, personal transportation or public transportation based on availability and resident choice
Supported Education and Employment (Vocational) Services	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Interim, Inc. Supported Employment and Education Program (SEES), Department of Rehabilitation, Salinas Adult School, Hartnell College, Monterey Peninsula Community College	Off-Site in general, on-site as needed. Tenants to access using personal or public transportation, staff provided transportation as needed and appropriate.
Substance Abuse Outreach & Support Services to Dually Diagnosed	All residents: homeless or at risk of homelessness serious mental illness who are dually diagnosed (having both a mental illness and substance abuse disorder)	CDS Supportive Services Program Team: including Interim, Inc., Monterey County Behavioral Health, Dual Recovery Services and Dual Recovery Outreach (Interim)	On-Site and Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice

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Section D: MHSA Housing Program Supportive Housing and Services Information
 D.5 SUPPORTIVE SERVICES CHART

Service Coordination	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	CDS Supportive Services Program Team: including Interim, Inc., Monterey County Behavioral Health	On-Site and Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice
Medication Education and Support	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	CDS Supportive Services Program Team: including Monterey County Behavioral Health	Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice
Representative Payee	Residents requesting this service	Monterey County Behavioral Health Case Coordinators	Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice
Psychiatric Services	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Monterey County Behavioral Health	On-Site
Veterans Services	All residents who are veterans	Veteran's Transition Center (VTC)	Off-Site/ on-site as needed: - staff provided transportation, personal transportation or public transportation based on availability and resident choice
Food Assistance	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	CDS Supportive Services Program Team: including Interim, Inc., Food Bank Monterey County, Meals on Wheels	On-Site and Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice

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 D.5 SUPPORTIVE SERVICES CHART

Benefits Assistance with application for benefits including SSA/ SSI/ GA, food stamps and Medi-Cal.	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Monterey County Department of Social and Employment Services	On-Site
HIV testing, counseling, support groups for persons with HIV or AIDS. HIV prevention information	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	John XXIII AIDS Ministry	Off-site – staff provided transportation, personal transportation or public transportation based on availability and resident choice
Medical/ Healthcare /Dental Services	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Central Coast Alliance for Healthcare, Rotocare Clinic, Clinica de Salud del Valle de Salinas Health Care for the Homeless Program, Natividad Medical Center	Off-site – staff provided transportation, personal transportation or public transportation based on availability and resident choice
Financial literacy, Rental Deposit Assistance	All residents: homeless or at risk of homelessness serious mental illness, including some with substance abuse disorder	Interim, Inc., Housing Advocacy Council	On-Site and Off-Site as needed for: - staff provided transportation, personal transportation or public transportation based on availability and resident choice

Primary Service Provider: INTERIM, Inc.

Interim, Inc.

REVENUE AND EXPENDITURE SUMMARY
For Monterey County - Behavioral Health

	Actual FY 2011-12	Budget FY 2012-13	BUDGET FY 2013-14
A. PROGRAM REVENUES			
Monterey County Funds (Monterey County's Use):			
Provisional Rates			
Short-Doyle/FFP	\$ 2,443,320	\$ 2,555,569	\$ 2,629,579
Realignment	1,898,631	1,945,730	1,978,394
MHSA - CSS	544,689	609,839	653,185
MHSA - PEI	-	-	-
Cash Flow Advances			
Realignment	339,010	503,068	723,444
MHSA - CSS	398,308	392,122	432,795
MHSA - PEI	364,566	432,202	486,046
SAMHSA Block Grant	93,276	93,276	93,276
Use of Deferred Revenue, if any	159,618	74,978	-
Total Requested Monterey County Funds	6,241,418	6,606,784	6,994,718
Other Program Revenues	1,103,631	1,207,792	1,208,049
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	7,345,049	7,814,576	8,202,767
B. ALLOWABLE PROGRAM EXPENDITURES (Allowable Expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in Section ___ and ___ of the Agreement. Expenditures should be reported within the cost categories listed below.)			
1 Program Expenditures			
2 Salaries and wages	3,714,665	3,832,632	4,042,632
3 Payroll taxes	274,007	294,780	310,614
4 Employee benefits	570,287	549,434	564,332
5 Workers Compensation	183,427	295,810	321,245
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	-	-	-
7 Temporary Staffing	-	-	-
8 Flexible Client Spending (please provide supporting document)	148,359	308,034	313,262
9 Client Transportation Costs and staff mileage	63,153	61,409	63,375
10 Employee Travel and Conference	-	-	-
11 Staff Training	32,550	54,450	56,650
12 Communication Costs	88,391	69,771	62,421
13 Utilities	150,901	173,068	150,644
14 Cleaning and Janitorial	72,653	74,150	69,950
15 Insurance and Indemnity	99,081	118,621	123,694
16 Maintenance and Repairs - Buildings	88,045	91,824	90,304
17 Maintenance and Repairs - Equipment	6,467	15,115	15,765
18 Printing and Publications	18,074	18,866	20,932
19 Memberships, Subscriptions and Dues	11,505	13,700	13,150
20 Office Supplies	62,738	66,645	64,645
21 Postage and Mailing	5,460	10,079	10,079
22 Legal Services (when required for the administration of the County Programs)	11,256	29,559	23,473
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	36,945	35,919	36,897
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	116,943	108,162	185,194
25 Rent and Leases - building and improvements	76,826	157,908	201,153

EXHIBIT I

		Actual FY 2011-12	Budget FY 2012-13	BUDGET FY 2013-14
26	Rent and Leases - equipment	-	-	-
27	Taxes and assessments	24,566	15,268	15,195
28	Interest in Bonds	-	-	-
29	Interest in Other Long-term debts	-	-	-
30	Other interest and finance charges	123,667	41,363	35,925
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	8,505	15,200	15,200
32	Miscellaneous (please provide details)	138,321	6,620	6,753
33	Total Program Expenditures	6,106,792	6,458,387	6,813,484
34 Administrative Expenditures				
35	Salaries and wages (please include personnel and contract administration)	534,642	546,235	593,082
36	Payroll taxes	37,200	40,215	43,685
37	Employee benefits	99,718	90,905	103,035
38	Workers Compensation	4,635	6,650	7,411
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	-	-	-
40	Transportation, Travel, Training and Conferences	8,219	8,577	8,547
41	Data Processing	11,122	12,777	12,733
42	Utilities	2,974	4,804	4,790
43	Cleaning and Janitorial	5,160	6,706	6,685
44	Insurance and Indemnity	2,874	4,780	5,005
45	Maintenance and Repairs - Buildings	728	2,848	2,838
46	Maintenance and Repairs - Equipment	389	136	136
47	Memberships, Subscriptions and Dues	1,130	2,731	2,724
48	Office Supplies	39,423	48,276	48,115
49	Postage and Mailing	842	4,387	4,374
50	Legal Services (when required for the administration of the County Programs)	1,289	9,021	8,463
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)	27,208	80,957	51,117
52	Rent and Leases - building and improvements	38,228	38,564	38,455
53	Rent and Leases - equipment	-	-	-
54	Taxes and assessments	5,839	4,662	5,304
55	Interest in Bonds	-	-	-
56	Interest in Other Long-term debts	-	-	-
57	Other interest and finance charges	9,422	4,239	7,346
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	640	944	939
59	Miscellaneous (please provide details)	17,077	6,491	6,478
60	Total Administrative Expenditures	848,759	924,925	981,262
61	Depreciation Expense	448,441	431,264	428,021
62	Total Allowable Program Expenditures	\$ 7,403,992	\$ 7,814,576	\$ 8,202,767

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Name of Provider) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature	Date	Finance Director's Signature

**EXHIBIT J:
ANNUAL REPORT(S) AND AUDIT**

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit J, Section I., Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit J, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s),

COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit J, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

- b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit J, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit J, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. AUDIT(S) AND AUDIT APPEALS

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
 2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
 3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit J. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
 2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
 3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
 - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
 - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit J. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

III. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
 2. deducted from future claims over a period not to exceed six (6) months;
 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.