

AMENDMENT NO. 3 TO AGREEMENT A-15264

This Amendment No. 3 to Agreement A-15264 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Community Human Services, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-15264 dated June 8, 2021 (Agreement), Amendment No. 1 dated September 28, 2021, Amendment No. 2 dated July 12, 2022; and

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

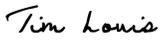
1. In FY 2022-23 increase funding to the following Program 1: Access to Outpatient Services.
2. Term Program 3: Family Support Groups effective June 30, 2023.

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

1. EXHIBIT A-2 of Agreement A-15264 is replaced with Amendment No. 3 to EXHIBIT A-2. All references in the Agreement to EXHIBIT A-2 shall be construed to refer to Amendment No. 3 to EXHIBIT A-2.
2. EXHIBIT B-2 of Agreement A-15264 is replaced with Amendment No. 3 to EXHIBIT B-2. All references in the Agreement to EXHIBIT B-2 shall be construed to refer to Amendment No. 3 to EXHIBIT B-2.
3. This Amendment increases the contract amount by **\$87,037** for a new contract amount of **\$5,893,213**.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-15264 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 08, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to Agreement A-15264 as of the day and year written below.

COUNTY OF MONTEREY	
By:	Contracts/Purchasing Officer
Date:	
By:	Elsa Mendoza Jimenez Director of Health
Date:	
<i>Approved as to Form</i> <small>DocuSigned by:</small>  <small>6624564F383643C...</small>	
By:	Office of County Counsel ¹
Date:	6/9/2023 4:35 PM PDT
<i>Approved as to Fiscal Provisions</i> <small>DocuSigned by:</small>  <small>E79EF64E57454F6...</small>	
By:	Auditor-Controller ²
Date:	6/12/2023 9:17 AM PDT
<i>Approved as to Liability Provisions</i>	
By:	Risk Management ³
Date:	

Community Human Services	
<small>DocuSigned by:</small>	 <small>67F8E5A2E2FB4B7...</small>
By:	Robin McCrae, Chief Executive Officer
Date:	6/8/2023 1:01 PM PDT
<small>DocuSigned by:</small>	 <small>4FF4277746B8455...</small>
By:	Tim Louis, Chief Financial Officer
Date:	6/8/2023 12:25 PM PDT

*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

²Approval by Auditor-Controller is required

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

AMENDMENT NO. 3 TO EXHIBIT A

I. IDENTIFICATION OF PROVIDER

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

II. INCORPORATION STATUS/TYPE OF FACILITY LICENSE

Nonprofit Corporation/Medi-Cal Certified

III. PROGRAM NARRATIVES AND SERVICE DESCRIPTION:

**PROGRAM 1:
ACCESS TO OUPATIENT SERVICES**

A. PROGRAM NARRATIVE

Community Human Services (CONTRACTOR) will provide short to moderate term (9-12 months) outpatient mental health services to Monterey County Medi-Cal beneficiaries as authorized by the Monterey County Health Department, Behavioral Health Bureau (COUNTY).

B. PROGRAM GOALS

1. All services are intended to enable the individual/family to overcome impairments to functioning, which include, but are not limited to obstacles to employability, educational functioning, personal interactions and self-care, as identified by COUNTY. CONTRACTOR will provide services to a variety of populations within Monterey County as determined by CONTRACT and clients referred to CONTRACTOR by COUNTY.
2. Conduct/Provide a minimum of one (1) training for staff and therapists related to the interconnected dynamics between one specialized population and mental health.
3. Services and documentation will meet COUNTY, DHCS and Health Department standards as related to Telehealth, safety or other COVID adapted protocols.

C. PROGRAM OBJECTIVES

1. In FY 2021-22, provide outpatient mental health services to approximately three hundred and fifty (350) clients.
In FYs 2022-24, provide outpatient mental health services to approximately three hundred and fifty (442) clients per year.
2. Populations served will include both English, bilingual and monolingual Spanish clients; clients from a variety of ethnic backgrounds; LGBTQ+ clients; HIV/AIDS clients among others.
3. Clients who meet program criteria will be referred to CONTRACTOR who will determine services most appropriate for the client based on client assessment, available services and the identified level of care.

4. All referrals shall be contacted by CONTRACTOR within five (5) business days after receipt of each referral and offered an appointment within ten (10) business days of date of referral. CONTRACTOR will engage client initially to offer case management services if needed prior to therapy appointment when appropriate.,
5. CONTRACTOR shall follow a client no show protocol agreed upon with the COUNTY and will notify COUNTY when there is no client engagement after 30 days. CONTRACTOR agrees to report on this Program Objective monthly.
6. All services will be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
7. All services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
8. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
9. CONTRACTOR shall provide multiple modalities of treatment including Individual, Group, Case Management and Collateral services.
10. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
11. CONTRACTOR shall emphasize short to moderate-term outcome-oriented approaches such as Cognitive Behavioral Therapy or Solution Focused treatment whenever clinically appropriate.
12. CONTRACTOR may provide additional treatment modalities as authorized in writing by COUNTY.
13. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other legal or human service agencies involved in the services provided; and will provide clinical updates to the treating psychiatrist for clients on medication.
14. Shared Cases between CONTRACTOR and MCBH providers:
 - CONTRACTOR will collaborate with MCBH Psychiatrist or other assigned MCBH staff on a monthly or as needed basis regarding client attendance in therapy, progress towards goals, medication complaints, or other significant issues.
 - CONTRACTOR will notify collaborating teams or providers when CHS plans to change or discontinue services with any client.
15. CONTRACTOR will continue to assess for level of care on a monthly basis.
16. CONTRACTOR will ensure all clients have treatment goals that include scaled or other easily measurable language.

17. Clients who have met or partially met their goals will be assessed for level of care and cases will either be closed or referred to Beacon Health Options (Beacon) for a lower level of care when clinically appropriate.
18. Before initiating services for walk-in or referred clients, CONTRACTOR will:
 - Review med screen by accessing <https://www.medi-cal.ca.gov/Eligibility/Login.asp>. Clients with private insurance will be assisted to connect with that insurance.
 - Review Avatar for current open episodes or evidence of current ongoing services. If the client is already open to ASOC or CSOC, CONTRACTOR will consult with contract monitor and/or referring team supervisor before initiating services.
19. All services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Process which includes Re-authorizations and transitioning clients to a higher or lower level of care.
20. CONTRACTOR shall pull data and review with MCBH on a quarterly and as-needed basis in order for CONTRACTOR to meet contracted goals:
 - Avatar reports
 - 316 Case Coordinator Master Compliance
 - Clients not seen more than 60 days, including rationale and next steps
 - Group flyers, group attendance and specific client feedback
 - Clients who have been referred to CONTRACTOR that will need to be referred back to MCBH
21. CONTRACTOR will retain a schedule of at least 1-3 groups at any time.
22. CONTRACTOR will meet with MCBH to review numbers 12-15 on a monthly or as needed basis. This will also include a discussion of budget issues as well as barriers to meeting contracted goals.

D. DELIVERY SITES

1. Family Service Center, 1178 Broadway Avenue Seaside, CA
Family Service Center. 433 Salinas Street Salinas, CA
Monterey County Behavioral Health,
 - 411 Center Street, Gonzales, CA 93926
2. Hours of Operation:
For Family Service Center sites – Monday through Friday, 8 a.m. to 5 p.m., and evenings and weekends by appointment.

Gonzales Office: CONTRACTOR'S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR'S Executive Director. Approval of space will be based on availability and need.

E. **POPULATION/CATCHMENT AREA TO BE SERVED**

Monterey County Medi-Cal beneficiaries who meet the State criteria of eligibility for specialty outpatient mental health services.

F. **ELIGIBILITY**

All persons authorized by COUNTY will be eligible for services provided by CONTRACTOR. Written authorization will be provided for services and will specify the goals of treatment and time period.

CONTRACTOR may provide services to “walk-ins” in crisis, and clients from Genesis House, Off Main Clinic and Safe Place without prior authorization from COUNTY.

These cases must be authorized by COUNTY before the fourth visit.

G. **CLIENT DESCRIPTION/CHARACTERISTICS**

All referrals will be Monterey County Medi-Cal Beneficiaries and others authorized by COUNTY. The age range for Mental Health Plan services is all ages.

H. **LEGAL STATUS**: Voluntary

I. **COVERAGE**: Outpatient services will be provided by appointment.

**PROGRAM 2:
STREET OUTREACH PROGRAM (SOP)**

A. **PROGRAM NARRATIVE**

CONTRACTOR will provide street-based outreach services to run away and homeless youth.

B. **PROGRAM GOALS**

1. All services are intended to provide basic aide, offer safe exits from the street, and reduce the risk of harm by providing comprehensive services.
2. Services and documentation will meet COUNTY, DHCS and Health Department standards as related to Telehealth, safety or other COVID adapted protocols.

C. **PROGRAM OBJECTIVES**

1. Provide outreach services to approximately 120-300 runaway and homeless youth per Fiscal Year. These services are to include (but not limited to):
 - a. Provide food, clothing, temporary shelter, a 24-hour helpline, and street outreach.
 - b. Provide crisis resolution counseling, family reunification or alternate placement.
 - c. Provide education about sexual safety and violence, substance abuse prevention/intervention, and anger management classes.
 - d. Provide assistance with identification, benefits, employment, and education. Case coordination with social services, probation, behavioral health, schools, law enforcement and other service providers.
 - e. Provide information and referrals to other community services.

- f. Provide mentoring and aftercare.
- 2. Assure services are provided in culturally and linguistically competent settings.
- 3. Assure that the service-providing organization has the capacity to deliver services in a manner that is culturally competent and linguistically appropriate for all the people and diverse cultures in Monterey; and that services are provided in an environment, physical and emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for.

D. DELIVERY SITE

590 Pearl Street Monterey, CA 93940

E. POPULATION/CATCHMENT AREA TO BE SERVED

Runaway and homeless youth ages 11 to 24 on the Monterey Peninsula. This area to include Moss Landing, Marina, Seaside, Monterey, Pacific Grove, Carmel, Big Sur, Carmel Valley and points in between.

F. LEGAL STATUS- Voluntary

G. REPORTING REQUIREMENTS

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

H. DESIGNATED CONTRACT MONITOR (PROGRAMS 1-2)

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgulldr@co.monterey.ca.us

PROGRAM 3:

**FAMILY SUPPORT AND EDUCATION
FAMILY SUPPORT GROUPS
(TERMS JUNE 30, 2023)**

A. PROGRAM DESCRIPTION

National Alliance on Mental Illness Monterey County (NAMI MC) through CHS will offer 8-session Family to Family (F2F) or Familia a Familia (FaF) educational programs to support family, significant others and friends of people with mental health conditions. F2F and FaF is taught by NAMI-trained family members who have been there, and includes presentations, discussions and interactive exercises.

Community Human Services (CHS) will provide support from a licensed clinician to NAMI's F2F and FaF staff and trained peer facilitators. Support will include professional consultation as needed and two trainings annually as a supportive measure to peer facilitators and staff.

CHS will also work with NAMI to develop fliers, public service announcements, social media and other community marketing strategies to promote attendance in F2F and FaF classes. Finally, CHS will serve as the fiscal lead and contract administrator.

B. PREVENTION SERVICES

1. Services to be provided: Family to Family and Familia a Familia classes
2. Number of Individuals to Serve: 100 family members annually
3. Contracted Units of Service: 40 classes per year

C. PROGRAM GOALS

1. To empower family members to assist their loved ones and to help them navigate through the recovery system.
2. To assist and support NAMI MC staff and peer facilitators with consultation, training and publicity.

D. PROGRAM OBJECTIVES

1. To provide information about anxiety, depressive disorders, schizophrenia, bipolar disorder, and other mental health conditions.
2. To cover topics such as communication, problem-solving, treatment, and recovery.

E. Expected Outcomes

1. Significantly improve the coping and problem-solving abilities of the F2F and FaF participants, as they are the people closest to a person with a mental health condition.
2. Increase understanding and advocacy skills while helping F2F and FaF participants maintain their own well-being.

F. Service Delivery Site(s)

1. Site(s):

During the past year, with the challenge of COVID-19 restrictions, NAMI MC has successfully offered all its classes via Zoom. NAMI MC has found that family members and peers readily accept the convenience and often feel more comfortable sharing during Zoom meetings. Transportation and the challenges of leaving a home with difficult ongoing issues can be a challenge for some families. However, participants also say they appreciate and miss the fellowship of in-person meetings, and NAMI MC expects to offer its signature classes as a mixture of streaming and in-person sessions.

As NAMI MC has done in the past, in-person F2F and FaF classes will be held in various locations throughout the community, including the NAMI MC office on Abbott Street in Salinas, in library conference rooms, in churches or in community centers. F2F and FaF classes are generally scheduled in the evenings or weekend days to accommodate schedules of participants.

2. Hours of Operation:

Evenings and weekends

G. **POPULATION/CATCHMENT AREA TO BE SERVED:** Monterey County residents with a focus on identified underserved areas Salinas, South County and North County, and identified target populations Latinx, African American and Blacks, LGBTQ+.

H. **FINANCIAL ELIGIBILITY:** N/A

I. **LEGAL STATUS:** Voluntary

J. **MEETINGS/COMMUNICATIONS**

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

K. **REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI](#)) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at the email address of: mcbh-eval@evalcorp.com.

L. **DESIGNATED CONTRACT MONITOR**

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PROGRAM 4

**FAMILY SUPPORT AND EDUCATION
CULTURALLY RELEVANT PARENTING CLASSES**

A. **PROGRAM DESCRIPTION**

Nurturing Parenting Program (NPP) is a primary prevention, family-centered, trauma-informed curriculum designed to build nurturing parenting skills as an alternative to abusive and neglecting child-rearing practices. The overarching goal of NPP is to stop the intergenerational cycle of child abuse by teaching positive parenting behaviors. The curriculum is tailored to families with children ages 0-12.

CHS will offer “Community-Based Nurturing Parenting Education” (10 topics - Primary Prevention) and “Nurturing Skills for Families” (24 topics - Secondary Prevention).

B. **PREVENTION SERVICES**

1. Services to be provided include:
 - a. Parent education classes in English, Spanish and Triqui
 - b. Basic Parent Education classes of 12-weeks
 - c. Intensive Parent Education classes of 24-weeks
 - d. Community Presentations on Parenting Topics
 - e. Client assistance to increase access to services (e.g. bus passes, childcare, etc.)
2. Number of individuals to be served:
 - a. A minimum of 240 individuals per year with Culturally Relevant Parenting Classes.
3. Contracted Units of Service:
 - a. A minimum of sixteen (16) 12-week series of Basic Parenting classes annually (192 classes)
 - b. A minimum of two (2) 24-week series of Intensive classes annually (48 classes)
 - c. A minimum of 2 Parenting Presentations

C. **PROGRAM GOALS**

1. Provide culturally relevant parenting classes at various locations in the three underserved priority regions in Monterey County using trauma informed practices.
2. Provide services in Spanish, English and indigenous languages at times that are convenient for families.
3. Reduce barriers to participation which may include technology needs, childcare, and transportation.

D. **PROGRAM OBJECTIVES**

1. Increase parent/caregiver understanding of child and/or adolescent development,
2. Increase parent/caregiver understanding of how to respond to a child's cues in a developmentally appropriate manner,
3. Increase ability of parent/caregiver to use self-regulation skills in parenting,
4. Increase confidence of parents/caregivers to respond in ways that support their children's healthy psycho-social development.

E. **EXPECTED OUTCOMES**

1. Parents will gain a better understanding of appropriate developmental behaviors of children.
2. Parents will be more empathic towards children's emotional and physical needs.
3. Parents will discontinue use of corporal punishment and will use positive reinforcement and appropriate consequences.
4. Parents will gain an understanding of the importance of the child's ability to express their sense of power and independence, while decreasing occurrences of power struggles leading to autocratic parenting solutions.

F. **SERVICE DELIVERY SITE(S)**

1. We anticipate offering a combination of virtual classes online and in-person classes at various sites throughout the community.

Virtual classes will be offered online until COVID-19 restrictions have eased and in-person services are possible. We anticipate providing some level of virtual services on an ongoing basis based on client preference and access issues such as transportation.

In-person classes will be offered at a variety of locations in the three underserved priority regions in Monterey County such as schools, libraries, community resource centers, churches, and other community-based agencies. Classes will also be offered at our Family Service Centers in Salinas and Seaside.

2. **HOURS OF OPERATION:**

Our Salinas Family Service Centers' normal business hours are Monday through Friday, 8:00 – 5:00, and evenings and weekends by appointment. Most Parenting Classes will occur in the evening and on Saturday to better suit our clients' needs.

G. **PROGRAM ELIGIBILITY**

A. Population/Catchment Area to Be Served: Monterey County residents who are parenting, with a focus on identified underserved areas Salinas, South County and North County, and identified target populations Latinx, African American and Blacks, LGBTQ+.

B. **FINANCIAL ELIGIBILITY:** N/A

C. **LEGAL STATUS:** Voluntary

H. **MEETINGS/COMMUNICATIONS**

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

I. **REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and to EvalCorp at the email address of: mcbh-eval@evalcorp.com.

J. **DESIGNATED CONTRACT MONITOR**

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Salinas, CA 93906
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PROGRAM 5
CULTURALLY SPECIFIC OUTREACH AND ENGAGEMENT

A. **PROGRAM DESCRIPTION**

CHS will partner with Your Social Marketers (YSM) to continue to implement culturally specific outreach and community education strategies.

B. **PREVENTION SERVICES AND DELIVERABLES**

Your Social Marketer

1. Paid Media Campaign
 - Priority Populations: African American/Black and LGBTQ+ community members and organizations
 - Reach: Not Yet Determined (NYD), budget dependent
 - Geographic Region: County-wide
 - Deliverable: Media data, when applicable, integrated into quarterly reports
 - Language: English and/or Spanish, budget permitting
2. Narrowcast Outreach Effort
 - Priority Populations: Latinx and African American/Black Community Members
 - Reach: NYD, budget dependent
 - Geographic Region: Salinas, Seaside, South County
 - Deliverable: Narrowcast Installation Report for new neighborhood if implemented, data included in quarterly reports
 - Language: English and Spanish
3. Landing Page and Social Media
 - Priority Populations: Latinx and African American/Black Community Members
 - Reach: NYD
 - Geographic Region: County-wide
 - Deliverable: Website traffic integrated into quarterly reports
 - Language: English and Spanish
4. Personal Storytelling
 - Priority Populations: Latinx, African American/Black and LGBTQ+ community members and organizations
 - Reach: Not applicable
 - Geographic Region: Not applicable
 - Deliverable: 2 stories based on existing video footage focusing on mental health and self-care.
 - Language: English

Community Human Services

1. Targeted Community Outreach Effort
 - Minimum 4 - 6 community events, budget dependent
 - Examples: California Rodeo, Dia de los Muertos, Monster Truck Jam, etc.
 - Radio tie-ins with I-Heart Media
 - Distribution of co-branded mental health literature and promotional items such as chap stick, tote bags, sunglasses, frisbees, pens, etc.
 - Conducted in Spanish and English
2. Farmworker Outreach Effort
 - Minimum 4 - 6 farmworker lunch in the fields events, budget dependent
 - Description: Free lunch provided by local restaurants, delivered by Community Human Services and La Preciosa staff
 - Radio tie-ins with La Preciosa
 - Distribution of co-branded mental health literature and promotional items such as chap stick, tote bags, sunglasses, frisbees, pens, etc.
 - Conducted in Spanish and English
3. Targeted Paid Media Campaign
 - Description: Advertising free outpatient mental health services for uninsured, undocumented Monterey County residents
 - Media: Television
 - Reach: Budget dependent
 - Geographic Region: County-wide
 - Conducted in Spanish only

C. PROGRAM GOALS

Goal 1: More Monterey County community members will have the information they need to recognize symptoms of a mental health problem in themselves or others, assess when to ask for help, and know where to find outpatient community mental health services. As a result of being exposed to culturally and linguistically responsive information, more vulnerable populations will not delay seeking help for mental health challenges.

Goal 2: More Monterey County community members will be aware of and have the skills to apply self-care skills that resonate with their cultural, sexual and gender identity to get through tough times, improve their mental health, and/or maintain their recovery.

Goal 3: More Monterey County service providers will have communication tools to promote culturally responsive outpatient mental health services.

- D. Expected Outcomes – See Goals, above.
- E. Service Delivery Site(s) and Hours of Operation

Not applicable.

D. PROGRAM ELIGIBILITY

A. Population/Catchment Area to Be Served – Monterey County residents

B. Financial Eligibility – Not applicable.

C. Legal Status – Not applicable.

E. MEETINGS/COMMUNICATIONS

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

F. REPORTING REQUIREMENTS

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at the email address of: mcbh-eval@evalcorp.com.

G. DESIGNATED CONTRACT MONITOR

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PROGRAM 6
CULTURALLY SPECIFIC SHORT-TERM THERAPEUTIC SERVICES

A. PROGRAM DESCRIPTION

The Short-Term Therapeutic Services program will include client-centered assessment and treatment planning, individual therapy, psychoeducational groups, and case management to help individuals with mild to moderate symptoms improve their mental health.

Evidence-based services employed will primarily be Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT) and Motivational Interviewing, to help identify clinical need and develop a client centered plan, to support increase in emotional insight, increase emotional regulation, instill a sense of hope, develop, and increase coping skills, and improve self-esteem.

Psychoeducational groups will be available to help support interventions learned in counseling and reinforce coping skills previously established. Groups will maintain a curriculum designed to assist with identifying triggers, use of coping skills, increase social connectedness, and use of community supports.

Case management will also be provided to help with areas of need that impact overall mental health and well-being and create barriers to accessing care and supports necessary to maintain wellness. Case management services will be designed to ensure collaboration between therapists, physicians, and other mental health providers.

B. PREVENTION SERVICES

1. Services to be provided
Therapeutic services provided will include:
 - a) Assessment
 - b) Treatment Planning
 - c) Individual Therapy
 - d) Psychoeducational Groups
 - e) Case Management
 - f) Close Collaboration with Physicians and other Essential Treatment Team Providers
2. Number of Individuals to be Served FY 2021-22: 325 individuals
Number of Individuals to be Served FY 2022-23: 432 individuals
Number of Individuals to be Served FY 2023-24: 432 individuals
3. Contracted Units of Service:
Track number of individuals served by initial therapy contact and number of 30-60 minutes follow-up sessions provided. (8-15 sessions).
4. Track number of individuals served in 90-minute psychoeducation groups. (6-10 sessions)
5. Monitor number of 15-30-minute case management services provided.

C. **PROGRAM GOALS**

To provide culturally specific short-term therapeutic interventions to individuals experiencing mild to moderate mental health issues and stressors including those associated with immigration related issues, institutional racism, discrimination, and trauma experienced over the lifetime of one's cultural identity.

D. **PROGRAM OBJECTIVES**

Individual therapy will be provided to help identify clinical needs and develop a client-centered plan to support increase in emotional insight, increase emotion regulation, instill a sense of hope, develop, and increase coping skills, and improve self-esteem.

Psychoeducational groups will be available to help support interventions learned in counseling and reinforce coping skills previously established. Groups will maintain a curriculum designed to assist with identifying triggers, use of coping skills, increase social connectedness, and use of community supports.

Case management will also be provided to help with areas of need that impact overall mental health and well-being and create barriers to accessing care and supports necessary to maintain wellness. Case management services will be designed to ensure collaboration between therapists, physicians, and other mental health providers, when appropriate.

E. **EXPECTED OUTCOMES**

1. Increased coping skills to help with ability to regulate emotions, improve overall functioning, increase health of relationships, and decrease risk of clients experiencing more severe symptoms.
2. Increased social connectedness and improved personal, family and community supports.
3. Increased ability to deal with problems better.
4. Increased sense of self-worth.
5. Increased stability and hopefulness about future.

F. **SERVICE DELIVERY SITE(S)**

1. Site(s):
CHS' Family Service Center
433 Salinas Street
Salinas, CA 93901

CHS' Family Service Center
1178 Broadway Avenue
Seaside, CA 93955

Monterey County Behavioral Health Satellite Office
411 Center St.
Gonzales, CA 93926

Monterey County Behavioral Health South County Clinics at discretion of site manager or supervisor dependent on available office space:

359 Gabilan Dr.
Soledad CA, 93906

200 Broadway St.
King City, CA 93930

Castro Family Plaza (TBD)
10601 Mcdougall St.
Castroville, CA 95012

A combination of virtual and in-person services will be provided at both Family Service Center locations, Gonzales Behavioral Health and Castro Family Plaza (TBD) to individual adults, children, adolescents, and families who are experiencing mild to moderate mental health issues and stressors. Site locations may be adjusted due to availability and community needs. Clients who are supported by the program are recognized as being underserved including those who may not have insurance or the financial access to treatment provided by a therapist.

2. **HOURS OF OPERATION:**
Monday through Friday, 9:00 a.m. to 6:00 p.m. and evenings and weekends by appointment.

G. **PROGRAM ELIGIBILITY**

A. Population/Catchment Area to Be Served: Monterey County residents with a focus on identified underserved areas Salinas, South County and North County, and identified target populations Latinx, African American and Blacks, LGBTQ+.

B. Financial Eligibility: Uninsured individuals

C. Legal Status: Voluntary

H. **MEETINGS/COMMUNICATIONS**

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

I. **REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days

following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at the email address of: mcbh-eval@evalcorp.com.

J. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgulldr@co.monterey.ca.us

PROGRAM 7

October 1, 2021 – September 30, 2022

DEVELOPMENT AND DISTRIBUTION OF MIGRANT FARMWORKER EDUCATION MATERIALS

A. PURPOSE:

CONTRACTOR will implement education, outreach and referral services with the aim to promote greater access to mental health services among unserved and underserved Hispanic/Latino populations in Monterey County. This program is to support the fulfillment of the Monterey County Behavioral Health (MCBH) Mental Health Services Act (MHSA) Innovation Project Plan, titled “Micro-Innovation Grants for Increasing Latino Engagement.”

B. PROGRAM GOALS:

- 1) To increase the engagement of Hispanic/Latino individuals with the Monterey County mental health system, inclusive of county-operated programs as well as services provided by contract agencies.
- 2) Contribute to the statewide learning goal of identifying promising practices, under the MHSA Innovation component, by testing, evaluating and reporting innovative activities that increase engagement and access to mental health services.

C. PROGRAM OBJECTIVES:

Migrant Farmworker Education Materials:

CONTRACTOR shall develop and distribute culturally relevant and linguistically appropriate mental health education and outreach information packets to engage the Latino Migrant Communities in Monterey County. The information packets shall address, at a minimum, the mental health issues and disorders that migrant families face, including but not limited to: stress, anxiety and depression. These information packets will include a ‘call to action’ and provide contact information for the Monterey County Behavioral Health and Community Human Services, to assist those in need of mental health services in accessing necessary and appropriate care.

CONTRACTOR is responsible for distributing information packets on a quarterly (4) basis. Distribution of information packets shall be performed through CONTRACTOR partnership with the Monterey County Office of Education (MCOE) Migrant Education Program (MEP), wherein the information packets will be disseminated to the MCOE MEP network of students and families via direct mail, social media, at school sites, through Migrant Family Advocates (MFA's), and during regional district meetings.

CONTRACTOR shall reach approximately 11,000 unique individuals in the population of focus through leveraging of the MCOE MEP network. The target conversion rate for individuals to follow the 'call to action' in the information packet(s) (i.e. to seek and participant in mental health services) is established at 2% (approximately 220 unique individuals). Additionally, CONTRACTOR shall provide oversight and support to MCOE MFA's in delivering information and referrals for mental health services, as well as monitoring follow-through of referrals.

CONTRACTOR shall monitor and report on data and outcomes as specified under Reporting Requirements.

D. SCOPE OF SERVICES TIMELINE

Month	Deliverable(s)
Oct. – Dec. 2021	<ul style="list-style-type: none"> Develop and Distribute information packets, with an emphasis on the topic of Suicide Awareness
Jan. – March 2022	<ul style="list-style-type: none"> Develop and Distribute information packet, with an emphasis on the topic of Family Functioning and Healthy Relationships
April – June 2022	<ul style="list-style-type: none"> Develop and Distribute information packet, with an emphasis on the topic TBD in collaboration with MCBH
July – Sept. 2022	<ul style="list-style-type: none"> Develop and Distribute information packet, with an emphasis on the topic TBD in collaboration with MCBH Deliver project summary report

E. REPORTING REQUIREMENTS

B. CONTRACTOR shall supply Quarterly Reports to Contract Monitor. At the conclusion of the contract term (i.e. Sept. 30, 2022), CONTRACTOR shall submit a Project Summary Report. At a minimum, reports shall include the following information:

- a. **Information Packet Content and Distribution Details:**
 - Materials distributed
 - Volume of distribution
 - Methods of distribution
 - Demographics of recipients in distribution channel(s)
- b. **Project Summary Report:**

- Total number of individuals reached (unique individual count) through information packet distribution and any corresponding MCOE MEP events attended by MFA's
- Demographics of total number of individuals reached
- Total number of referrals provided by MFA's
- Type of referrals provided by MFA's
- Number of participants that utilized referrals (e.g. attended at least one appointment) provided by MFA's
- Description of successes, challenges and barriers associated with this project, in relation to the stated goals of promoting greater access to mental health services by unserved and underserved Hispanic/Latino communities and contribute to statewide learning under the Innovations component to identify potential promising practices. (i.e. If this program was regularly offered to this population of focus, would it contribute towards improved/positive perceptions of mental health services, and/or promote greater help-seeking behavior? And, what else was learned as part of this project that can inform mental health services in becoming more culturally responsive and engaging for these unserved and underserved populations?)

F. **DESIGNATED CONTRACT MONITOR:**

Behavioral Health Services Manager II (TBD)
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906

**AMENDMENT NO. 3 TO EXHIBIT B
PAYMENT AND BILLING PROVISIONS**

I. 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.

II. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

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

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G – Behavioral Health Cost Reimbursement Invoice for the appropriate program.

Rate schedules and the maximum annual liability for each program are as follows:

Program 1: ACCESS to Outpatient Services									
Service Description	Mode of Service (MOS)	Service Function Code (SFC)	Rate	Est. Units	FY	Est. Units	FY	Est. Units	FY
				FY 2021-22	2021-22	FY 2022-23	2022-23	FY 2023-24	2023-24
Evaluation/Assessment	15	30	\$3.55	55,365	\$ 196,545	76,474	\$ 271,483	55,365	\$ 196,545
Individual Psychotherapy	15	40	\$3.55	115,878	\$ 411,366	160,535	\$ 569,899	115,878	\$ 411,366
Collateral	15	10	\$3.55	12,456	\$ 44,220	6,706	\$ 23,806	12,456	\$ 44,220
Group Psychotherapy	15	50	\$3.55	8,477	\$ 30,094	0	\$ -	8,477	\$ 30,094
Plan Development	15	45	\$3.55	16,043	\$ 56,952	8,422	\$ 29,898	16,043	\$ 56,952
Case Management	15	1	\$1.84	15,634	\$ 28,767	18,965	\$ 34,895	15,634	\$ 28,767
TOTAL MAXIMUM AGREEMENT AMOUNT PER FY					\$ 767,944		\$ 929,981		\$ 767,944

Program 2: Street Outreach Program		
<i>(1/12th Paid Monthly)</i>		
Amount Per FY	Monthly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-22	\$2,704	\$32,448
FY 2022-23	\$9,371	\$112,448
FY 2023-24	\$9,371	\$112,448

Program 3: Family Support Groups (Terms 6/30/23)		
<i>(1/12th Paid Monthly)</i>		
Amount Per FY	Monthly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-22	\$6,250	\$75,000
FY 2022-23	\$6,250	\$75,000

Program 4: Culturally Relevant Parenting Classes		
<i>(1/12th Paid Monthly)</i>		
Amount Per FY	Monthly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-22	\$11,667	\$140,000
FY 2022-23	\$11,667	\$140,000
FY 2023-24	\$11,667	\$140,000

Program 5: Culturally Specific Outreach and Engagement		
<i>(1/12th Paid Monthly)</i>		
Amount Per FY	Monthly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-22	\$16,667	\$200,000
FY 2022-23	\$21,667	\$260,000
FY 2023-24	\$21,667	\$260,000

Program 6: Culturally Specific Short-Term Therapeutic Services		
<i>(1/12th Paid Monthly)</i>		
Amount Per FY	Monthly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-22	\$41,667	\$500,000
FY 2022-23	\$55,417	\$665,000
FY 2023-24	\$55,417	\$665,000

Program 7: Development and Distribution of Migrant Farmworker Education Materials		
<i>(1/4th Paid Quarterly)</i>		
Amount Per FY	Quarterly Rate	TOTAL MAXIMUM AGREEMENT AMOUNT
FY 2021-23 (10/01/21-09/30/22)	\$12,500	\$50,000

III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for

such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

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

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims

on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (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.

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$5,893,213** for services rendered under this Agreement.

B. Maximum Annual Liability:

Total Maximum Liability Per Fiscal Year (FY)	
Fiscal Year	Total Amt. per Year
FY 2021-22	\$1,765,392
FY 2022-23	\$2,182,429
FY 2023-24	\$1,945,392
Total Program Amounts per FY	\$5,893,213

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

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

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement

as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render

COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
 - G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
 - H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
 - I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
 - J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
 - K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.
- IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST
- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all

patient/client and other revenue.

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

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

XI. AUTHORITY TO ACT FOR THE COUNTY

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