

**RENEWAL & AMENDMENT NO. 6
TO MENTAL HEALTH SERVICES AGREEMENT A-12775
BY AND BETWEEN COUNTY OF MONTEREY AND
FELTON INSTITUTE**

THIS AMENDMENT NO. 6 is made to MENTAL HEALTH SERVICES AGREEMENT A-12775 by and between the **County of Monterey**, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and **FELTON INSTITUTE**, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-12775 in the amount of \$1,500,000 for the term July 1, 2015 to June 30, 2018 for the provision of prevention and recovery in early psychosis services; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, and H for Fiscal Years (FY) 2017-18 and 2018-19; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, and H for FY 2019-20; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to MENTAL HEALTH SERVICES AGREEMENT A-12775 changing the CONTRACTOR'S business name from Family Service Agency of San Francisco to Felton Institute and revising EXHIBITS A, B, and H for FY 2020-21; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, G, AND H for FY 2020-21; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 5 to MENTAL HEALTH SERVICES AGREEMENT A-12775, renewing the AGREEMENT, and revising EXHIBITS A, B, F, G, AND H for FY 2021-22; and

WHEREAS, the Agreement expired pursuant to its terms on June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR wish to renew the AGREEMENT, effective July 1, 2022, extend the term for one (1) additional FY, add \$878,788 for FY 22-23 for a revised total AGREEMENT amount of \$4,898,603 for the new term of July 1, 2015 through June 30, 2023

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

1. The AGREEMENT is renewed retroactive to July 1, 2022, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section IV. TERM AND TERMINATION, A. Term. shall be amended by removing, "This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2021" and replacing it with, "This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2023."
3. EXHIBIT A-6: PROGRAM DESCRIPTION replaces EXHIBITS A-5. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-6.
4. EXHIBIT B-6: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-5. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-6.
5. EXHIBIT G-6: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE replaces EXHIBITS G-5. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT G-6.
6. EXHIBIT H-6: BUDGET AND EXPENDITURE REPORT replaces EXHIBITS H-5. All references in the AGREEMENT to EXHIBIT H shall be construed to refer to EXHIBIT H-6.
7. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 6 and shall continue in full force and effect as set forth in the AGREEMENT.
8. A copy of this AMENDMENT NO. 6 shall be attached to the original AGREEMENT executed by the COUNTY on June 23, 2015.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 6 to AGREEMENT A-12775 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by:
Debra R. Wilson
 7B741997AA0D41B
 Contracts/Purchasing Officer

Date: 7/25/2023 | 9:48 AM PDT

By: DocuSigned by:
Elsa M. Jimenez
 C7A30BA59CA8423
 Elsa M. Jimenez, Director of Health

Date: 7/25/2023 | 9:19 AM PDT

Approved as to Form ¹
 By: DocuSigned by:
Shane Eben Strong
 6624664F383643G
 County Counsel

Date: 6/14/2023 | 5:49 PM PDT

Approved as to Fiscal Provisions²
 By: DocuSigned by:
Patricia Ruiz
 E70EF84E57454F8
 Auditor/Controller

Date: 6/15/2023 | 10:08 AM PDT

Approved as to Liability Provisions³
 By: _____
 Risk Management

Date: _____

CONTRACTOR**FELTON INSTITUTE**

By: Contractor's Business Name*
Al Gilbert
 7EE9719F4DD3420...

(Signature of Chair, President,
 or Vice-President) *
Al Gilbert, President & CEO
 Name and Title

Date: 6/14/2023 | 9:29 AM PDT

By: DocuSigned by:
Marvin Davis
 D7EAB31G4FBF4CA...
 (Signature of Secretary, Asst. Secretary,
 CFO, Treasurer or Asst. Treasurer) *

Marvin Davis, COO & CFO
 Name and Title

Date: 6/13/2023 | 9:35 AM 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; 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-6: PROGRAM DESCRIPTION

I. IDENTIFICATION

(re)MIND® Monterey, formerly known as Prevention and Recovery in Early Psychosis (PREP)

30 E San Joaquin St, Suite 102

Salinas, CA 93901

Phone: 831-424-5033

Fax: 831-424-5044

1005 Atlantic Avenue

Alameda, CA 94501

Phone: 415-474-7310

Fax: 415-931-3773

II. PROGRAM DESCRIPTION

1. The (re)MIND® Monterey program provides early psychosis coordinated specialty care for individuals ages 14-35, within five years of their first psychotic break who are diagnosed with Schizophrenia, Schizophreniform Disorder, Schizoaffective Disorder, or Unspecified Schizophrenia and Other Psychotic Disorder. The (re)MIND® Monterey program implements evidence-based practices as a part of its nationally recognized coordinated specialty care model promoting positive outcomes for individuals experiencing early signs and symptoms of schizophrenia by addressing the impact of psychosis in multiple areas of functioning. The (re)MIND® Monterey program supports symptom remission, active recovery, family engagement and support, and stigma-reduction through community psychoeducation. (re)MIND® Monterey services include the following early psychosis coordinated specialty care components and personnel:

- **Individual Psychotherapy** – The (re)MIND® Monterey program implements formulation-based **Cognitive Behavioral Therapy for Psychosis (CBTp)**, widely available in England and Australia. CBTp is supported by research as effective in improving individuals' ability to manage psychotic symptoms, address triggers, and develop coping skills and a relapse prevention plan.
- **Medication Support** - The (re)MIND® Monterey program implements an Algorithm-Based Medication Management. The (re)MIND® Monterey antipsychotic medication algorithm was developed by Dr. Demian Rose (UCSF), adapted from the Texas Medication Algorithm for medication support for young adults in the early stages of psychosis. The primary goal of the (re)MIND® Monterey medication algorithm is to guide the prescriber, client, and family toward finding a medication regimen that the client is more likely to adhere to long-term. However, (re)MIND® Monterey also serves individuals who do not wish to take medications and will offer regular appointments with the prescriber for review of symptoms and treatment options.
- **Structured Diagnostic Assessments** - The (re)MIND® Monterey program utilizes the SCID-5 (Structured Clinical Interview for DSM-5 Diagnoses) for accurate, research-validated diagnosis as well as a comprehensive psychoeducational session to educate individuals and families about diagnosis, resources, and treatment outcomes.
- **Strength-Based Case Management (inc. educational and vocational support)** – Through a “whatever-it-takes” approach, the (re)MIND® Monterey program implements

intensive, strength-based, care management to address the broad spectrum of clients and family needs, including linkage to community resources, supported employment and supported education services, based on the Individual Placement and Support – IPS model, developed for individuals with severe mental illness and adapted for youth. The (re)MIND® Monterey staff provide services wherever the client and/or family are most comfortable, whether that is in office, client's home, schools, or other community locations, geographically anywhere in Monterey County.

- **Family Support and Psychoeducation** - The (re)MIND® Monterey program implements family psychoeducation, designed to increase social support and teach families and supporters a problem-solving format to cope effectively with illness-related behaviors, and to provide on-going education about symptoms, medication, enhancing involvement in school, work, and community life.
- **Community Outreach and Education** - The (re)MIND® Monterey program implements a comprehensive community outreach campaign providing education about early signs and symptoms of psychosis and the importance of early intervention, behavioral health wellness, psychosis and stigma.
- **Mental Health Promotion/Consultation** - The (re)MIND® Monterey program implements individualized mental health consultation to caregivers and providers, including pre-screening of individuals for potential referral for early psychosis assessment and treatment or other behavioral health services, as indicated.
- **Family Support Specialist** - The Family Support Specialist is a member of the treatment team with the role of partnering with families in the recovery process by engaging and building relationships through sharing their own personal lived experience of supporting a loved one with mental health issues. The Family Support Specialist assists family members in accessing community resources and networks of support, while providing a safe and supportive environment, adhering to laws regarding confidentiality and reporting requirements. The Family Support Specialist is expected to provide services out in the community, including but not limited to schools, job sites, family homes, or other community locations.
- **Peer Support Specialist** - The Peer Support Specialist is a member of the treatment team with the role of partnering with clients in the recovery process by engaging and building relationships through sharing their own personal lived experience of mental health issues. The Peer Support Specialist enhances engagement by inspiring hope and empowering clients to develop their own self-advocacy, and when necessary, models advocacy on behalf of the client to achieve their goals. The Peer Support Specialist is expected to provide services in the community, including but not limited to schools, job sites, family homes, or other community locations.
- **Clinic Care Manager** - The Clinical Care Manager works as part of a multidisciplinary team and is responsible for coordinating client care within the team and with community partners. This includes evaluating the strengths and needs of

clients; developing treatment plans collaboratively with clients and team members; and providing therapeutic interventions that target psychosis, mood, and additional issues that may impact recovery (such as trauma, substance use, interpersonal problems, and environmental stressors, etc.). The Clinical Care Manager is expected to provide services to clients in both the office and in the community (homes, schools, libraries, etc.).

Enrolled clients will be offered all modalities of individual and family services based on their identified needs. (re)MIND® Monterey services will be provided at the (re)MIND® Monterey office or other locations including clients' home, school, or other community locations throughout Monterey County with the goal of decreasing barriers to accessing early psychosis coordinated specialty care. Services are voluntary and will be provided based on individual choice and willingness to participate.

2. Maternal Intensive Collaborative for Perinatal Psychosis

Building on CONTRACTOR'S experience with the provision of mental health treatment for individuals who are experiencing early psychosis, the program will expand their treatment expertise to include puerperal psychosis.

CONTRACTOR will accept referrals through Monterey County Behavioral Health when a mother, age 14 and older, is identified whose perinatal symptoms include psychosis or psychotic features. Using a best-practice model, Felton Institute will conduct a thorough assessment and make treatment recommendations to increase stabilization of symptoms within a family context. This will be done in collaboration with medical and mental health providers specializing in perinatal issues and infant mental health outcomes. A treatment plan will be developed that clarifies roles for treatment team members to ensure coordination of care and monitor any duplicative services. CONTRACTOR will provide specialty treatment to help address psychotic symptoms that are impacting the client's ability to function and will lead the team in risk assessment and safety precautions to help ensure safety of the mother and infant.

Psychiatric care will be provided under best practice guidelines for pregnant and breast-feeding mothers. Clinical care will be provided that is informed by research for treating puerperal psychosis and will take into consideration risk and protective factors that are unique to the perinatal period and will consider the infant as well as the mother/child dyad in treatment interventions.

III. PROGRAM GOALS

- A. Provide early detection and intervention for psychosis through rigorous structured diagnostic assessments and evidence-based early psychosis coordinated specialty care for Monterey County residents.
- B. Increase clients' ability to function independently and maintain quality of life goals.
- C. Reduce psychiatric hospitalization visits and length of stays in acute inpatient settings.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths

(CANS) for children/youth ages 14 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 14 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.

B. CONTRACTOR shall increase parent/caregiver awareness and skills to support youth's mental health needs as measured by the utilization of the CANS.

1. Provide collateral family sessions to help parents/caregivers understand the unique needs of youth who have experienced a first episode of psychosis and to participate in the development of successful interventions to support these youth.
2. Parents/caregivers will be referred and encouraged to participate in education programs aimed at enhancing the impact of mental health intervention.

C. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.

1. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
2. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

V. TREATMENT SERVICES

A. Types of Service:

1. Mode of Service: Outpatient Mental Health Services

MEDI-CAL:

Contracted Units of Service (UOS) per Fiscal Year (FY) by Service Function Code.

Avatar Code/Name: DTCSOCPRI / FSA of San Francisco MoCo PREP

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

Type of Service	Mode of Service	Service Function Code	Est. UOS (minute) FY 15-16	Est. UOS (minute) FY 16-17	Est. UOS (minute) FY 17-18	Est. UOS (minute) FY 18-19	Est. UOS (minute) FY 19-20	Est. UOS (minute) FY 20-21	Est. UOS (minute) FY 21-22	Est. UOS (minute) FY 22-23
Case Management	15	1	20,001	20,001	20,001	16,952	16,952	29,865	29,865	20,483
Intensive Care Coordination*	15	1	0	0	0	0	1,953	-	0	600
Medication Support	15	60	23,400	23,400	23,400	19,844	19,027	14,484	14,484	11,549
Crisis Intervention	15	70	1,200	1,200	1,200	1,015	1,015	980	980	980
Mental Health Services	15	10, 30*, 40, 45, 50	117,486	117,486	117,486	99,440	99,440	78,116	78,116	23,804

*Services are only available to clients under the age of 21.

NON MEDI-CAL:

Contracted Units of Service (UOS) per Fiscal Year (FY) by Service Function Code.

Avatar Program Name/Code: FSA27PREP/FSA PREP FEP SAMHSA

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

Type of Service	Mode of Service	Service Function Code	Est. UOS (minute) FY 17-18	Est. UOS (minute) FY 18-19	Est. UOS (minute) FY 19-20	Est. UOS (minute) FY 20-21	Est. UOS (minute) FY 21-22	Est. UOS (minute) FY 22-23
Case Management	15	1	402	3,389	3,389	3,609	3,500	636
Intensive Care Coordination*	15	1	0	0	1,953	0	0	0
Medication Support	15	60	467	3,969	3,152	2,170	2,300	1,097
Crisis Intervention	15	70	25	202	202	190	200	200
Mental Health Services	15	10, 30*, 40, 45, 50	2,348	19,890	19,890	7,755	8,299	4,094

*Services are only available to clients under the age of 21.

2. Community Outreach and Engagement and Mental Health Consultation and Screening

The (re)MIND® Monterey program will provide community outreach psychoeducational activities to other mental health and social services organizations in order to increase referrals and educate professionals about psychosis early intervention. Special efforts will be taken to engage traditionally underserved population groups – reaching out to those who would not typically receive or who would experience a delay in services due to factors such as limited access to services, stigma, poverty, and cultural and linguistic barriers. Community outreach and engagement activities will target other mental health and social services organizations, schools, faith-based organizations, cultural groups, etc. Activities will be conducted in person and/or via digital media (including, but not limited to video conference or remote learning platform).

OUTREACH AND ENGAGEMENT

- Engage in direct outreach (one-on-one) to community stakeholder groups to establish and maintain referral relationships for specialized early psychosis

services. Outreach efforts will be documented in outreach logs, specifying contact information and date of most recent contact.

- Conduct community engagement psychoeducational activities to raise awareness about early intervention in psychosis and stress the importance of early referral and assessment. Activities will be documented with sign-in sheets and/or other supporting documentation (e.g., participants or attendees list, email confirmation, announcements, or event/presentation satisfaction surveys when appropriate).

Felton Institute (Community Outreach and Engagement)			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served FY 20-21	No. of Outreach Presentations and Unduplicated Clients Served FY 21-22	No. of Outreach Presentations and Unduplicated Clients Served FY 22-23
Outreach and Engagement - Community Stakeholder Groups	10	15	18
Outreach and Engagement - Community Psychoeducational Activities	6	9	11

MENTAL HEALTH CONSULTATION AND SCREENING

Conduct mental health consultations and/or initial screenings consultations regarding potential referrals for early intervention in psychosis to determine need for further comprehensive diagnostic assessment and educate on early intervention for psychosis. Consultations and/or screenings will be provided to caregivers, providers, and individuals seeking specialized services.			
Felton Institute (Mental Health Consultation and Screening)			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served FY 20-21	No. of Outreach Presentations and Unduplicated Clients Served FY 21-22	No. of Outreach Presentations and Unduplicated Clients Served FY 22-23
Mental Health Consultation and Screening	10	15	19

B. Delivery Site:

(re)MIND® Monterey Office
30 E San Joaquin St, Suite 102
Salinas, CA 93901

**County of Monterey, Behavioral Health Bureau
200 Broadway Street, Suite 70
King City, CA 93930

Services will be delivered primarily at the (re)MIND® Monterey office location, but may be provided in other community locations (client's home, school, work, etc.) of clients' choosing as means to foster engagement in services.

****CONTRACTOR'S** office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Services Manager and CONTRACTOR'S Executive Director. Approval of County office space will be based on availability and need. Services shall be less than 19 hours per week at this delivery site.

C. Hours of Operation:

Hours of operation are Monday through Friday, 9:00am – 5:00pm. Services may be provided at alternate hours (psychoeducational groups on evenings or weekends) as determined by needs of program participants.

VI. CRITERIA FOR BENEFICIARIES UNDER AGE 21

Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria, (1) or (2)** below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:

a) The beneficiary has at least one of the following:

- i. A significant impairment
- ii. A reasonable probability of significant deterioration in an important area of life functioning
- iii. A reasonable probability of not progressing developmentally as appropriate.
- iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:

- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental

Disorders and the International Statistical Classification of
Diseases and Related Health Problems.

- ii. A suspected mental health disorder that has not yet been diagnosed.
- iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

VII. POPULATION/CATCHMENT AREA TO BE SERVED

Monterey County residents ages 14-35 who have had their first psychotic episode within the previous five years and require specialty mental health services and Monterey County mothers ages 14 and older with perinatal symptoms of psychosis or psychotic features. (re)MIND® Monterey will serve individuals reflecting the ethnical, cultural, and socio-economic diversity of Monterey County.

VIII. FINANCIAL ELIGIBILITY

All Medi-Cal eligible Monterey County residents identified by the CONTRACTOR in need of mental health services will be served under the Medi-Cal component of the program. Non Medi-Cal eligible clients will be served under the Non Medi-Cal component during FYs 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 only. County shall be the payor of last resort.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Admission to the (re)MIND® Monterey program will be initiated exclusively by the (re)MIND® Monterey program staff for all Medi-Cal and Non Medi-Cal eligible clients, except for perinatal mothers, who can only be referred to the program by Monterey County Behavioral Health. Services are offered intensively, often weekly with client centered treatment plans which are reviewed during the course of treatment and measured against an array of baseline measures taken during the assessment. Engagement and treatment progress will be reviewed weekly at clinical case conference. Frequency of services is determined by individual needs and phase of treatment. The length of treatment is up to two years, based on outcome data that is shared continuously with the client and family. (re)MIND® Monterey exit criteria differ based on the service modalities employed in the treatment. Discharge planning is a collaborative process between (re)MIND® Monterey staff and client, and, when possible, the family or natural supports. Process is determined by intervention outcomes identified throughout the clients' treatment and measured against an array of baseline measures taken during the assessment. At discharge, each client and family have a thorough contingency plan and are able to transition from the program to other levels of care.

X. LEGAL STATUS

Voluntary.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress of program outcomes.

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

- B. CONTRACTOR, in collaboration with Monterey County Behavioral Health (MCBH) will convene a Steering Committee consisting of (re)MIND® Monterey staff, MCBH representatives and other stakeholders to help guide the implementation of (re)MIND® Monterey services in Monterey County and report on program outcomes. The Steering Committee will meet monthly during the initial program implementation period, and then less frequently, as mutually agreed upon by CONTRACTOR and MCBH.

XII. COVERAGE

Mental Health Services as designated on the individual case plan.

XIII. DESIGNATED CONTRACT MONITOR

Raquel Morris

Monterey County Behavioral Health Service Manager II

1441 Constitution Blvd.

Salinas, CA 93906

(831) 386-6814

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EXHIBIT B-6: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B 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 RATES

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. The following program services: SMH Medi-Cal, SMH Non-Medical, Outreach will be paid in arrears.

Family/Employment/Education Support CONTRACTOR shall be paid one-twelfth of the annual amount, monthly, in advance not to exceed the negotiated rates for a total maximum of **\$4,898,603** for FY 2015-2023:

FY 2015-16

FY 2015-16 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2015-16 Medi-Cal					\$500,000

FY 2016-17

FY 2016-2017 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2016-17 Medi-Cal					\$500,000

FY 2017-18

FY 2017-18 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2017-18 Medi-Cal					\$500,000

FY 2017-18 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	402	\$2.17	\$873
Medication Support	15	60	467	\$5.19	\$2,424
Crisis Intervention	15	70	25	\$4.18	\$105
Mental Health Services					
Assessment	15	30	2,348	\$2.81	\$6,598
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			

Collateral		10			
Total Maximum Amount FY 2017-18 Non Medi-Cal					\$10,000

FY 2018-19

FY 2018-19 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	16,952	\$2.56	\$43,398
Medication Support	15	60	19,844	\$6.12	\$121,446
Crisis Intervention	15	70	1,015	\$4.94	\$5,015
Mental Health Services					
Assessment	15	30	99,440	\$3.32	\$330,141
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2018-19 Medi-Cal					

FY 2018-19 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,389	\$2.56	\$8,676
Medication Support	15	60	3,969	\$6.12	\$24,291
Crisis Intervention	15	70	202	\$4.94	\$998
Mental Health Services					
Assessment	15	30	19,890	\$3.32	\$66,035
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2018-19 Non Medi-Cal					\$100,000

FY 2019-20

FY 2019-20 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	16,952	\$2.56	\$43,398
Medication Support	15	60	19,027	\$6.12	\$116,446
Crisis Intervention	15	70	1,015	\$4.94	\$5,015
Mental Health Services					
Assessment	15	30	99,440	\$3.32	\$330,141
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	1,953	\$2.56	\$5,000
Total Maximum Amount FY 2019-20 Medi-Cal					\$500,000

FY 2019-20 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,389	\$2.56	\$8,676
Medication Support	15	60	3,152	\$6.12	\$19,291
Crisis Intervention	15	70	202	\$4.94	\$998
Mental Health Services					
Assessment	15	30	19,890	\$3.32	\$66,035
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	1,953	\$2.56	\$5,000
Total Maximum Amount FY 2019-20 Non Medi-Cal					\$100,000

FY 2020-21

FY 2020-21 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	29,865	\$3.20	\$95,568
Medication Support	15	60	14,484	\$6.31	\$91,394
Crisis Intervention	15	70	980	\$5.20	\$5,096
Mental Health Services					
Assessment	15	30	78,116	\$3.71	\$289,810
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	-	\$3.20	-
Total Maximum Amount FY 2020-21 Medi-Cal					\$481,868

FY 2020-21 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,609	\$3.20	\$11,549
Medication Support	15	60	2,170	\$6.31	\$13,693
Crisis Intervention	15	70	190	\$5.20	\$988
Mental Health Services					
Assessment	15	30	7,755	\$3.71	\$28,770
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	-	\$3.20	-
Total Maximum Amount FY 2020-21 Non Medi-Cal					\$55,000

FY 2020-21 Community Outreach and Consultation			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served per FY	Monthly Rate	Total Maximum Amount per FY
Outreach and Engagement - Community Stakeholder Groups	10	\$1,666	\$20,000

Outreach and Engagement - Community Psychoeducational Activities	6	
Mental Health Consultation and Screening	10	
Total Maximum Amount FY 2020-21 Community Outreach and Consultation		\$20,000

FY 2021-22

FY 2021-22 MEDI-CAL						
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	**COVID Rate per UOS	Non- COVID Rate per UOS	Total Maximum FY Amount
Case Management	15	01	29,865	\$3.73	\$2.80	\$111,396
Medication Support	15	60	14,484	\$6.72	\$6.68	\$97,332
Crisis Intervention	15	70	980	\$7.17	\$5.38	\$7,027
Mental Health Services						
Assessment	15	30	78,116	\$4.35	3.62	\$339,805
Plan Development		45				
Mental Health Rehabilitation		45				
Individual Therapy		40				
Group Therapy		50				
Collateral		10				
Intensive Homebased Services*		30				
Intensive Care Coordination*	15	01	-	-		-
Total Maximum Amount FY 2021-22 Medi-Cal						\$555,560

FY 2021-22 NON MEDI-CAL						
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	**COVID Rate per UOS	Non- COVID Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,500	\$3.73	\$2.80	\$13,055
Medication Support	15	60	2,320	\$6.72	\$6.68	\$15,590
Crisis Intervention	15	70	200	\$7.17	\$5.38	\$1,434
Mental Health Services						
Assessment	15	30	8,299	\$4.35	3.62	\$36,101
Plan Development		45				
Mental Health Rehabilitation		45				
Individual Therapy		40				
Group Therapy		50				
Collateral		10				
Intensive Homebased Services*		30				
Intensive Care Coordination*	15	01	-	-		-
Total Maximum Amount FY 2021-22 Non Medi-Cal						\$66,180

FY 2021-22 Community Outreach and Consultation			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served per FY	Monthly Rate	Total Maximum Amount per FY
Outreach and Engagement - Community Stakeholder Groups	15	\$3,333	\$40,000
Outreach and Engagement -	9		

Community Psychoeducational Activities		
Mental Health Consultation and Screening	15	
Total Maximum Amount FY 2021-22 Community Outreach and Consultation		\$40,000

FY 2021-22 (June 1, 2022 - June 30, 2022)			
Family Support Cash Flow Advances			
Personnel Description	Funding Source	Monthly Rate	Total Maximum Amount per FY
Peer Support Specialist	MHBG	\$11,273	\$33,820
Family Support Specialist	CRRSAA	\$19,129.00	\$57,387
Family Support Specialist			
Clinical Care Manager			
Total Maximum Amount FY 2021-22 Cash Flow Advances			\$91,207

FY 2022-23

Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,483	\$4.06	\$83,158.95
Medication Support	15	60	11,549	\$6.85	\$79,107.23
Crisis Intervention	15	70	980	\$7.29	\$7,144.20
Mental Health Services					
Assessment	15	30	23,804	4.47	\$106,403.88
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	600	-	-
Total Maximum Amount FY 2022-23 Medi-Cal					\$275,814.26

Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	636	\$4.06	\$2,582.16
Medication Support	15	60	1,097	\$6.85	\$7,511.03
Crisis Intervention	15	70	200	\$7.29	\$1,458
Mental Health Services					
Assessment	15	30	4094	4.47	\$18,297.95
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			

Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	120	-	-
Total Maximum Amount FY 2022-23 Non- Medi-Cal					\$29,849.13

FY 2022-23 Community Outreach and Consultation			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served per FY	Monthly Rate	Total Maximum Amount per FY
Outreach and Engagement - Community Stakeholder Groups	18	\$4,166	\$50,000
Outreach and Engagement - Community Psychoeducational Activities	11		
Mental Health Consultation and Screening	19		
Total Maximum Amount FY 2022-23 Community Outreach and Consultation			\$50,000

FY 2022-23 Family/Employment/Education Support Cash Flow Advances			
Personnel Description	Funding Source	Monthly Rate	Total Maximum Amount per FY
Peer Support Specialist	ARPA	\$15,170	\$182,041
Family Support Specialist	CRRSAA	\$2,813.17	\$33,758
Family Support Specialist			
Clinical Care Manager	PEI	\$25,610.50	\$307,326
Total Maximum Amount FY 2022-23 Cash Flow Advances			\$523,125

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 negotiated rate, 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 COUNTY negotiated rate shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable negotiated rates. In no case shall payments to CONTRACTOR exceed the negotiated rate. In addition to the negotiated rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with

supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$4,898,603 for services rendered under this Agreement.

B. Funding Source and Estimated Amounts per Fiscal Year:

FISCAL YEAR	MHSA PEI	MH FFP	SAMHSA Block Grant - FEP	CRRSAA Augmentation	ARPA	Total FY Amount
FY 2015-16	\$250,000	\$250,000	\$0	\$0	\$0	\$500,000
FY 2016-17	\$250,000	\$250,000	\$0	\$0	\$0	\$500,000
FY 2017-18	\$250,000	\$250,000	\$10,000	\$0	\$0	\$510,000
FY 2018-19	\$250,000	\$250,000	\$100,000	\$0	\$0	\$600,000
FY 2019-20	\$250,000	\$250,000	\$100,000	\$0	\$0	\$600,000
FY 2020-21	\$240,934	\$240,934	\$75,000	\$0	\$0	\$556,868
FY 2021-22	\$277,780	\$277,780	\$140,000	\$57,387	\$0	\$752,947
FY 2022-23	\$307,326	\$275,814	\$79,849	\$33,758	\$182,041	\$878,788
Total Funding	\$2,076,040	\$2,044,528	\$504,849	\$91,145	\$182,041	\$4,898,603

COUNTY reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2015-16	\$500,000
FY 2016-17	\$500,000
FY 2017-18	\$510,000
FY 2018-19	\$600,000
FY 2019-20	\$600,000
FY 2020-21	\$556,868
FY 2021-22	\$752,947
FY 2022-23	\$878,788
TOTAL MAXIMUM LIABILITY	\$4,898,603

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."

(The remainder of this page is intentionally left blank)

EXHIBIT G-6: Behavioral Health Invoice Form

Contractor : Felton Institute	Invoice Number :
Address Line 1 130 E. San Joaquin St., Suite 102	County PO No.:
Address Line 2 Salinas, CA 93901	Invoice Period :
Tel. No.: 831-424-5033	Final Invoice : (Check if Yes)
Fax No.: 831-424-5044	
Contract Term: July 1, 2022 - June 30, 2024	
BH Division : Mental Health Services	BH Control Number

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				\$ -	#DIV/0!
					100%
				\$ -	#DIV/0!
TOTALS	\$ -	\$ -	\$ -	\$ -	

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: _____

Title: _____

Date: _____

Telephone: _____

Send to:

MCHDBHFinance@sanfrancisco.gov

Behavioral Health Authorization for Payment

Authorized Signatory

Date

EXHIBIT H-6:

Felton Institute REVENUE AND EXPENDITURE SUMMARY For Monterey County - Behavioral Health Fiscal Year 2022-23				
PROGRAM:	Estimated FY 2022-23	Requested FY 2022-23		
A. PROGRAM REVENUES				
Monterey County Funds Requested:				
Cash Flow Advances				
MHSA - PEI				
Total Requested Monterey County Funds				
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)				
B. ALLOWABLE PROGRAM EXPENDITURES				
1 Program Expenditures				
2 Salaries and wages				
3 Payroll taxes				
4 Employee benefits				
5 Workers Compensation				
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 documents)				
9 Client Transportation Costs and staff mileage				
10 Employee Travel and Conference				
11 Staff Training				
12 Communication Costs				
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications				
19 Memberships, Subscriptions and Dues				
20 Office Supplies				
21 Postage and Mailing				
22 Legal Services (when required for the administration of the County Programs)				
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))				
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)				
25 Rent and Leases - building and improvements				
26 Rent and Leases - equipment				
27 Taxes and assessments				
28 Interest in Bonds				
29 Interest in Other Long-term debts				
30 Other interest and finance charges				
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)				
32 Miscellaneous (please provide details)				
33 Total Program Expenditures	\$ -	\$ -	\$ -	\$ -
34 Administrative Expenditures				
35 Salaries and wages (please include personnel and contract administration)				
36 Payroll taxes				
37 Employee benefits				
38 Workers Compensation				
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				
41 Data Processing				
42 Utilities				
43 Cleaning and Janitorial				
44 Insurance and Indemnity				
45 Maintenance and Repairs - Buildings				
46 Maintenance and Repairs - Equipment				
47 Memberships, Subscriptions and Dues				
48 Office Supplies				
49 Postage and Mailing				
50 Legal Services (when required for the administration of the County Programs)				
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52 Rent and Leases - building and improvements				
53 Rent and Leases - equipment				
54 Taxes and assessments				
55 Interest in Bonds				
56 Interest in Other Long-term debts				
57 Other interest and finance charges				
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59 Miscellaneous (please provide details)				
60 Total Administrative Expenditures	\$ -	\$ -	\$ -	\$ -
61 Depreciation Expense	\$ -	\$ -	\$ -	\$ -
62 Total Allowable Program Expenditures	\$ -	\$ -	\$ -	\$ -