# AMENDMENT NO. 6 TO MENTAL HEALTH SERVICES AGREEMENT NO. A-12268 BETWEEN COUNTY OF MONTEREY AND DOOR TO HOPE

This Amendment No. 6 to Mental Health Services Agreement No. A-12268 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Door To Hope**, (hereinafter referred to as CONTRACTOR).

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

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

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

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 3 with Door To Hope with revised EXHIBITS A-3, B-3, and H-3 for a revised total contract amount of \$8,861,890 for FY 2012-13 through FY 2014-15; and

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 4 with Door To Hope with revised EXHIBITS A-4 and B-4 for a revised total contract amount of \$8,865,940 for FY 2012-13 through FY 2014-15; and

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12268 Amendment No. 5 with Door To Hope with revised EXHIBITS A-5, B-5, and H-5 for a revised total contract amount of \$9,017,321 for FY 2012-13 through FY 2014-15; and

WHEREAS, the COUNTY and CONTRACTOR hereby request Amendment No. 6 to amend the Mental Health Services Agreement No. A-12268 with revised EXHIBITS A-6, B-6, F-6, and H-6 to add services for the young adults ages 18 – 25 to the Integrated Co-Occurring Treatment (ICT) program, provide for an increase in the amount of \$36,979 to the Families First and Foremost program, an increase in the amount of \$100,000 to the ICT program, an increase in the amount of \$200,000 to the Monterey County Screening Team for Assessment, Referral, and Treatment (MCSTART) 6 - 11 program, and to remove the Door To Hope match amount of \$95,925 to the Nueva Esperanza program thereby increasing the County's obligation by \$95,925 for FY 2014-15. In addition, this Amendment No. 6 incorporates the revised Business Associate Agreement and revised Budget and Expenditure Reports. This Amendment No. 6 increases the contract amount by \$432,904. The total revised contract amount is \$9,450,225 (amount rounded up to the nearest dollar) for FY 2012-13 thru FY 2014-15.

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

- 1. EXHIBIT A-5 PROGRAM DESCRIPTION is replaced by EXHIBIT A-6 PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1, A-2, A-3, A-4, and A-5 shall be construed to refer to EXHIBIT A-6 as attached to this Amendment No. 6 and incorporated herein.
- 2. EXHIBIT B-5 PAYMENT PROVISIONS is replaced by EXHIBIT B-6 PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBITS B-1, B-2, B-3, B-4, and B-5 shall be construed to refer to EXHIBIT B-6 as attached to this Amendment No. 6 and incorporated herein.
- 3. EXHIBIT F-5 BUSINESS ASSOCIATE AGREEMENT is replaced by EXHIBIT F-6 BUSINESS ASSOCIATE AGREEMENT. All references in the Agreement to EXHIBIT F-1, F-2, F-3, F-4 and F-5 shall be construed to refer to EXHIBIT F-6 as attached to this Amendment No. 6 and incorporated herein.
- 4. EXHIBIT H-5 BUDGET AND EXPENDITURE REPORT is replaced by EXHIBIT H-6 BUDGET AND EXPENDITURE REPORT. All references in the Agreement to EXHIBIT H-1, H-2, H-3, H-4 and H-5 shall be construed to refer to EXHIBIT H-6 as attached to this Amendment No. 6 and incorporated herein.
- 5. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A-12268 are unchanged and unaffected by this Amendment No. 6, and shall remain in full force and effect.
- 6. This Amendment No. 6 shall be effective April 1, 2015.
- 7. A copy of this Amendment No. 6 A-6, B-6, F-6, H-6 shall be attached to the original Agreement No. A-12268.

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

	COUNTY OF MONTEREY		CONTRACTOR
Ву:	Contracts/Purchasing Officer		DOOR TO HOPE
Date:		By:	Comractor's Business Name*
Ву:	Department Head (if applicable)		(Signature of Chair, President, or Vice- President)* President)* Ex. Directo
Date:	4-2715	D-4	Name and Title
By:	Board of Supervisors (if applicable)	Date:	
Date:			
Approv	ed as to Form		
Ву:	Nauy aetta	By:	
Date:	Deputy County Counsel 3/20/15		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approve	ed as to Fiscal Provisions <sup>2</sup>		Name and Title
Ву:	AuditorController	Date:	
Date:	3/20-15		
Approve	ed as to Liability Provisions <sup>3</sup>		
By:	Risk Management		
Date:			

County Board of Supervisors' Agreement Number: A-12268

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

## EXHIBIT A-6: PROGRAM 1 DESCRIPTION

#### I. IDENTIFICATION OF PROVIDER

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

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

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

#### III. PROGRAM GOALS

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

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

#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

FFF SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	62,250	71,588	68,607
Mental Health Services	15	10, 30, 40, 45 50	90,251	103,789	99,521

#### 2. Delivery Site

Door to Hope 130 Church St. Salinas, CA 93901

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

#### 3. Hours of Operation

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

#### VI. POPULATION/CATCHMENT AREA TO BE SERVED

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

#### VII. FINANCIAL ELIGIBILITY

Monterey County children that are full scope Medi-Cal.

#### VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are:

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

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

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

#### X. LEGAL STATUS

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

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

#### **EXHIBIT A-6:**

#### **PROGRAM 2 DESCRIPTION**

#### I. IDENTIFICATION OF PROVIDER

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

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

Door to Hope will provide Mental Health Services to eligible youth ages 12 to 17 and effective April 1, 2015 to eligible young adults ages 18 to 25 who require outpatient services. The primary focus of the program will be to identify, assess, and treat youth who have both substance abuse and mental health disorders and who are involved or at risk for involvement in the juvenile justice system or criminal justice system, respectively, and their families. Such interventions will stabilize crises, reduce mental health symptomology and substance abuse, improve youth and family functioning, and reduce the possibility of future residential care, hospitalization, and/or incarceration.

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

ICT is built upon the following foundation:

- home-based service delivery,
- integrated mental health and substance abuse services,
- stage-wise treatment,
- motivational interviewing,
- harm reduction approach, and
- focus on resiliency.

ICT will provide age-specific treatment tracts, separating youth age 12 - 17 years and young adults age 18 - 25 years.

#### III. PROGRAM GOALS

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

- 1. Provide mental health services to eligible youth and their families:
- 2. Improve the youth's overall functioning:

- 3. Reduce acute mental health and substance abuse symptoms;
- 4. Improve family functioning; and
- 5. Reduce need for residential care.

#### IV. PROGRAM OBJECTIVES

- 1. Establish mental health interventions integrated with alcohol and drug treatment programs using evidence-based practices for 48 children and their families annually;
- 2. Provide services that incorporate the "full services partnership model" as defined in the requirements for implementation of the Mental Health Services (MHSA) for 6 children and their families annually. This model provides "whatever it takes" to insure progress to goals (i.e. intensive treatment/case management available 24/7);
- 3. Assure that services are provided in a culturally and linguistically competent manner and setting;
- 4. Treat adolescents with serious substance abuse problems in addition to their mental health issues;
- 5. Implement an evidence-based practice, i.e. "Integrated Co-Occurring Treatment Model";
- 6. Form a cooperative agreement with the local school system to insure youth continue to attain education credits while involved in treatment;
- 7. Provide and/or arrange for transportation;
- 8. Include clients that do not have Medi-Cal;
- 9. Provide services at locations county wide, and at times convenient for families;
- 10. Function as sole provider or in collaboration with Behavioral Health and/or other partners; and
- 11. Demonstrate capacity to bill Medi-Cal and leverage funds.

#### V. EXPECTED OUTCOMES

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

#### VI. TREATMENT SERVICES

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

ICT SERVICE	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	55,573	53,348	81,111
Mental Health Services	15	45	105,066	100,860	139,935

#### 2. Service Delivery Sites:

Door to Hope 150 Cayuga Street, Suite 3 Salinas, CA 93901

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

#### 3. Hours of Operation:

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

#### VII. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible youth ages 12 to 17 and/or eligible young adults ages 18 to 25 residing in Monterey County.

#### VIII. FINANCIAL ELIGIBILITY

Monterey County youth, regardless of ability to pay or Medi-Cal eligibility. It is anticipated that fifty percent (60%) of clients will have Medi-Cal eligibility.

#### IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

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

#### X. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are adolescents, ages 12 to 17 and young adults ages 18 to 25 years of age who:

- 1. Have a significant moderate to severe substance abuse disorder, of either abuse (meets DSM V criteria) or dependence that necessitates intervention; and
- 2. Have a co-occurring moderate to severe mental health Axis I disorder, (excluding a sole diagnosis of Conduct Disorder or disruptive behavior disorder NOS); and/or
- 3. Have behavioral disorders that co-occur with other Axis I Mental Health Disorders; and
- 4. Are medically and psychiatrically stable and able to participate in an active out-program of therapy, counseling, education, and other treatment activities; and
- 5. Are willing to participate in a home and strength-based program with a duration of 12 24 weeks.

#### XI. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XII. REPORTING REQUIREMENTS

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

#### XIII. DESIGNATED CONTRACT MONITOR

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

#### I. IDENTIFICATION OF PROVIDER

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

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

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

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

#### III. PROGRAM GOALS

The goals of MCSTART's services are:

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

#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

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

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

MCSTART SERVICE 6 - 11	MODE	SFC	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS	FY 2014-15 EST. UNITS
Case Management	15	01	13,022	18,755	30,070
Mental Health Services	15	45	22,002	99,192	133,062
Medication Support	15	60-69	4,447	10,005	15,994

#### 3. Delivery Site

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

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

#### 4. Hours of Operation

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

#### VI. POPULATION/CATCHMENT AREA TO BE SERVED

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

#### VII. FINANCIAL ELIGIBILITY

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

#### VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are:

- A. Infants or children, ages 0 to 5 years of age with:
- 1. Severe social and emotional developmental delays or disturbances; or
- 2. DC 0-3 disorder of infancy; or
- 3. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment.
- B. Children ages 6-11 years of age with:
- 1. Open child welfare case of documented history of child abuse or neglect, or
- 2. Current qualification for adoption assistance, and

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

#### X. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

#### **EXHIBIT A-6:**

#### **PROGRAM 4 DESCRIPTION**

#### I. IDENTIFICATION OF PROVIDER

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

#### II. SERVICE DESCRIPTION: NUEVA ESPERANZA PROGRAM NARRATIVE

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

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

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

#### III. PROGRAM GOALS

The goals of Nueva Esperanza Program services are:

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

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

#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

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

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

#### 2. Service Delivery Site:

Nueva Esperanza 325 California Street Salinas, CA 93901

#### 3. Hours of Operation:

The Nueva Esperanza Program operates 24 hours, seven days a week.

#### VI. POPULATION/CATCHMENT AREA TO BE SERVED

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

#### VII. FINANCIAL ELIGIBILITY

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

#### VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

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

#### X. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

## EXHIBIT A-6: PROGRAM 5 DESCRIPTION

#### I. IDENTIFICATION OF PROVIDER

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

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

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

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

#### III. PROGRAM GOALS

The Santa Lucia Residential Program goals of services are:

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

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

#### IV. SCOPE OF SERVICES

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

#### V. EXPECTED OUTCOMES

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

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

#### VI. TREATMENT SERVICES

1. Modes of Service: Day Services

#### 2. Service Delivery Sites:

Santa Lucia Program 1929 Oxford Court Salinas, CA 93906

#### 3. Hours of Operation:

The Santa Lucia Program operates 24 hours a day, 7 days a week.

Modes of Service, Service Function Codes and Contracted Units of Service per Fiscal Year. There is no limitation on units of service or the mix of units of service other than the maximum contract dollar amount found in Exhibit B-6 of this contract.

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

#### VII. POPULATION/CATCHMENT AREA TO BE SERVED

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

#### VIII. FINANCIAL ELIGIBILITY

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

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

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

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

#### IX. SERVICE CHARGE ENTRY, ADMISSION AND DISCHARGES

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

#### X. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

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

#### XI. CLIENT DESCRIPTION / CHARACTERISTICS

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

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

#### XII. LEGAL STATUS

Voluntary or juvenile dependents and wards

#### XIII. REPORTING REQUIREMENTS

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

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

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

#### XIV. DESIGNATED CONTRACT MONITOR

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

#### 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-6 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

#### III. PAYMENT RATE

#### A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA)

Case Management, Mental Health Services, and Medication Support shall be paid at the County Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-6.

The total program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$9,450,225 (this amount rounded up to the nearest dollar) for FY 2012-13 through FY 2014-15.

The **Families First and Foremost (FFF)** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$1,155,094 (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2012-13 through Fiscal Year 2014-15 as follows:

	Families First and Foremost (FFF) Program FY 2012-13 thru FY 2014-15											
Service	MODE	SFC	CMA Rate	Estimated Units	FY 2012-13 Total Amount	FY 2013-14 Total Amount	FY 2014-15 Total Amount					
				(FY 2013-								
Case				14: 71,588)								
Management	15	01	xCMA	68,607	\$125,745.00	\$150,333.75	\$149,563.00					
		10, 30		(FY 2013-								
Mental Health	1	40, 45,		14: 103,789)								
Services	15	50	xCMA	99,521	\$235,555.11	\$281,267.24	\$280,650.00					
		TOTAL	ANNUAL AMO	UNT PER FY	\$361,300.11	\$431,600.99	\$430,213.00					
		Less M	latch Amount P	er Fiscal Year	(\$15,000.00)	(\$25,000.00)	(\$28,021.30)					
*′	TOTAL M	AXIMUM	ANNUAL AMO	UNT PER FY	\$346,300.11	\$406,600.99	\$402,191.70					

Exhibit B-6 - Amendment No. 6 to A-12268 Door To Hope: FFF, ICT, MCSTART, NE, SL FY 2012-13 thru FY 2014-15

		Families First &	Foremost		***						
	ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13										
Program	Source of Local Match Funds	Total Maximum Annual Program Expense	Local 10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/PEI)						
Families First & Foremost (FFF)	Monterey County Department of Social Services	\$211,300.00	\$21,130.00	\$190,170.00	\$211,300.00						
FFF Expansion	CONTRACTOR (Action Council Funds)	\$150,000.00	\$15,000.00	\$135,000.00	\$135,000.11						
		COUN	TY Maximum C	ontract Liability	\$346,300.11						
	ANNUAL Maximum /	Amount Match/Lia	bility Breakdo	own for FY 2013	3-14						
Program	Source of Local Match Funds	Total Maximum Annual Program Expense	Local 10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/PEI)						
Families First & Foremost (FFF)	Monterey County Department of Social Services	\$181,600.99	\$18,160.10	\$163,440.89	\$181,600.99						
FFF Expansion	CONTRACTOR (Action Council Funds)	\$250,000.00	\$25,000.00	\$225,000.00	\$225,000.00						
		COUN	TY Maximum C	Contract Liability	\$406,600.99						
	ANNUAL Maximum A										
Program	Source of Local Match Funds	Total Maximum Annual Program Expense	Local 10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/PEI)						
Families First & Foremost (FFF)	Monterey County Department of Social Services	\$150,000.00	\$15,000.00	\$135,000.00	\$150,000.00						
FFF Expansion	CONTRACTOR (Action Council Funds)	\$280,213.00	\$28,021.30	\$252,191.70	\$252,191.70						
	\$402,191.70										

The **Integrated Co-Occurring Treatment (ICT)** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$1,343,281 (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2012-13 through Fiscal Year 2014-15 as follows:

Integrated Co-Occurring Treatment (ICT) Program FY 2012-13 thru FY 2014-15											
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL **UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT				
Case Management	15	1	xCMA	81,111	\$112,257.19	\$112,031.06	\$176,822.25				
Mental Health Services	15	45	xCMA	139,936	\$274,221.83	\$273,329.93	\$394,617.75				
	*TOTAL M	1AXIMU	M ANNUAL	AMOUNT PER FY	\$386,479.02	\$385,360.99	\$571,440.00				

<sup>\*\*</sup>UOS column reflects FY 2014-15 only.

	ANNUAL Ma		ted Co-Occ unt Match/l			t wn for FY 2012	2-13
Program	Source of Ma	atch Annua	Maximum Il Program pense	Mate & Not	stimated ch Amount Services cCovered Medi-Cal	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)
Integrated Co Occurring Treatment (IC		S \$386	6,479.00	\$21	12,563.45	\$173,915.55	\$386,479.00
			cou	JNTY I	Maximum Co	ontract Liability	\$386,479.00
ANN	IUAL Maximum A	Amount Mate	:h/Liability	Break	down for F	Y 2013-14 thru	FY 2014-15
FY Period	Program	Source Match Funds	Total Maxii Annua Prograi Expens	l m	Match Amount	Estimated FFP & EPSI Amount	
FY 2013-14	Integrated Co- Occurring Treatment (ICT)	MHSA/CSS	\$385,360	.99	\$177,266.0	6 \$208,094.9	3 <b>\$385,360.99</b>
FY 2014-15	Integrated Co- Occurring Treatment (ICT)	MHSA/CSS	\$571,440	.00	\$262,862.4	0 \$308,577.6	0 \$571,440.00

The Monterey County Screening Team for Assessment, Referral, and Treatment ("MCSTART") for Medi-Cal Eligible Clients Ages 0 – 5 program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$3,683,690 (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2012-13 through Fiscal Year 2014-15 as follows:

Monterey				sessment, Referral ats) FY 2012-13 the			Program
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 313,976) 292,990	\$634,230.64	\$615,277.96	\$638,717.12
Mental Health Services	15	45	xCMA	(FY 2012-13: 131,650) 104,896	\$343,607.52	\$284,267.79	\$295,806.33
Medication Support	15	60-69	xCMA	(FY 2012-13: 85,190) 80,790	\$410,617.22	\$404,756.03	\$420,913.96
	7	TOTAL A	NNUAL AN	MOUNT PER FY	\$1,388,455.38	\$1,304,301.77	\$1,355,437.40
		Less M	atch Amoun	t Per Fiscal Year	(\$121,502.30)	(\$121,502.30)	(\$121,502.30)
*TC	TAL MA	XIMUM A	NNUAL AN	MOUNT PER FY	\$1,266,953.08	\$1,182,799.47	\$1,233,935.10

Exhibit B-6 - Amendment No. 6 to A-12268 Door To Hope: FFF, ICT, MCSTART, NE, SL FY 2012-13 thru FY 2014-15 The MCSTART for Medi-Cal Eligible Clients Ages 6 – 11 program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$987,601 (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2012-13 through Fiscal Year 2014-15 as follows:

Montere	Monterey County Screening Team for Assessment, Referral, and Treatment ("MCSTART") Program (Medi-Cal Eligible Clients) FY 2012-13 thru FY 2014-15 Ages 6 - 11												
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL **UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT						
Case Management	15	1	xCMA	30,070	\$26,303.65	\$ 39,385.56	\$ 65,553.00						
Mental Health Services	15	45	xCMA	133,062	\$57,424.64	\$268,809.92	\$375,236.00						
Medication Support	15	60-69	xCMA	15,994	\$21,435.15	\$ 50,125.05	\$ 83,327.00						
*T	OTAL MAX	XIMUM A	NNUAL A	MOUNT PER FY	\$105,163.44	\$358,320.54	\$524,116.00						

<sup>\*\*</sup>UOS column reflects FY 2014-15 only.

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

Α	MCSTART ANNUAL Maximum Amount Match/Liability Breakdown for FY 2013-14											
Program	Source of Match Funds	Total Maximum Annual Program Expense	Estimated Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)							
	CONTRACTOR											
MCSTART 0 - 5	(First 5 Funds)	\$1,215,023.00	\$121,502.30	\$1,093,520.70	\$1,093,520.70							
MCSTART 0 - 5	MHSA/CSS	\$47,708.18	\$4,770.82	\$42,937.36	\$47,708.18							
MCSTART 0 - 5												
Non Medi-Cal	MHSA/CSS	\$41,570.59	\$41,570.59	\$0.00	\$41,570.59							
MCSTART			DSES: \$18,000.02									
6 - 11	DSES & MHSA	\$358,000.00	MHSA: \$17,832.03	\$322,488.49	\$358,320.54							
	COUNTY Maximum Contract Liability \$1,541,120.01											

А	MCSTART ANNUAL Maximum Amount Match/Liability Breakdown for FY 2014-15											
Program	Source of Match Funds	Total Maximum Annual Program Expense	County Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability by Program (MHSA/CSS)							
MCSTART 0 - 5	CONTRACTOR (First 5 Funds)	\$1,215,023.00	\$121,502.30	\$1,093,520.70	\$1,093,520.70							
MCSTART 0 - 5	MHSA/CSS	\$97,214.60	\$9,721.46	\$87,493.14	\$97,214.60							
MCSTART 6 - 11	MHSA & DSS	\$524,116.00	\$52,411.60	\$471,704.40	\$524,116.00							
MCSTART Non Medi-Cal 0 - 5	MHSA/CSS	\$43,199.80	\$43,199.80	\$0.00	\$43,199.80							
	COUNTY Maximum Contract Liability \$1,758,051.10											

The **Nueva Esperanza Adult and Children** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$1,416,514** (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2012-13 through Fiscal Year 2014-15 as follows:

	Nuev			am Adult and C 3 thru FY 2014		es	
			Chil	dren Services			
SERVICE	MODE	SFC	CMA RATE	ANNUAL TOTAL UNITS EST.	FY 2012-13 TOTAL AMOUNT	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT
Case Management	15	1	xCMA	(FY 2012-13: 10,029) 11,766	\$ 20,259.08	\$ 24,709.61	\$ 25,650.93
Mental Health Services	15	30,50	xCMA	(FY 2012-13: 55,400) 65,002	\$144,592.70	\$176,155.64	\$ 183,305.86
TOTAL	MAXIMU	M ANN	UAL AMO	OUNT PER FY	\$164,851.78	\$200,865.25	\$208,956.79
V V			Ad	ult Services			
SERVICE	MODE	MODE SFC CMA		ANNUAL	FY 2012-13	FY 2013-14	FY 2014-15
			RATE	TOTAL	TOTAL	TOTAL	TOTAL
				UNITS EST.	AMOUNT	AMOUNT	<b>AMOUNT</b>
Case Management	15	1	xCMA	(FY 2012-13: 5,330) 6,277	\$ 10,766.06	\$ 13,182.29	\$ 13,684.47
Mental Health Services	15	30,50	xCMA	(FY 2012-13: 108,705) 128,081	\$283,720.68	\$347,098.53	\$361,187.40
TOTAL	MAXIMU	JM ANN	UAL AMO	OUNT PER FY	\$294,486.74	\$360,280.82	\$374,871.88
	TOTA	I. ANNI	IIAI. AMC	OUNT PER FY	\$459,338.52	\$561,146.07	\$583,828.67
				Per Fiscal Year	(\$91,874.56)	(\$95,925.32)	(\$0.00)
*TOTAI					<u> </u>		
*IUIAL	WIAXIIVIL	JIVI ALIVIN	UAL AM	OUNT PER FY	\$367,463.96	\$465,220.75	\$583,828.6

Exhibit B-6 - Amendment No. 6 to A-12268 Door To Hope: FFF, ICT, MCSTART, NE, SL

FY 2012-13 thru FY 2014-15

Nueva Esperanza													
ANNUAL Maximum Amount Match/Liability Breakdown for FY 2012-13													
Nueva Esperanza Program			Anr Prog		al CONTRACTOR			DSES Match Amount		stimated P & EPSDT Amount	Maximum Coun Liability by Program (MHSA/CSS)	ty	
Adults & Chi	ldren		\$459,3	338.52	\$91,8	74.56	\$2	20,000.00	\$3	47,463.96	\$367,463.96		
						COUNT	TY I	Maximum Co	ntra	ct Liability	\$367,463.96		
	Al	IAUNN	L Maxir	num Am	ount Ma	atch/Liabil	ity	Breakdown	for	FY 2013-14	4		
Nueva Esperan Program	Tota Maxim Annu Nueva Esperanza Progra		imum nual gram	CONTR Match		DSES Match Amount		MHSA/CS	S	Estimated FFP & EPSDT Amount	Maximum County Liabil by Program (MHSA/CSS	1	
Adults & Childre	en	\$561,	146.07	\$95,925.32		\$20,000.0	0	\$20,535.3	9	\$424,685.36	5 \$465,220.75	5	
			2			cou	NT	Y Maximum	Con	tract Liabilit	y \$465,220.75	5	
	Al	IAUNN	L Maxir	num Am	ount Ma	atch/Liabil	ity	Breakdown	for	FY 2014-1	5		
Nueva Esperanza Program		Tota Maxim Annu Progra Expen	um al am	CONTR. Match A		DSES Match Amount		MHSA/CSS Match		Estimated FFP & EPSDT Amount	Maximum Coun Liability by Program (MHSA/CSS)	ity	
Children	\$	208,95	6.79	\$(	0	\$0.00		\$20,895.68	\$	188,061.11	\$208,956.79		
Adults	\$	374,87	1.88	\$	0	\$20,000.0	0	\$167,435.94	\$	187,435.94	\$374,871.88		
	COUNTY Maximum Contract Liability								\$583,828.67				

The **Santa Lucia** program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$864,045** (\*this amount includes amounts rounded up to the nearest dollar) for Fiscal Year 2013-14 through Fiscal Year 2014-15 as follows:

Santa Lucia FY 2013-14 thru FY 2014-15											
SERVICE	MODE	SFC	CMA	ANNUAL TOTAL UNITS EST.	FY 2013-14 TOTAL AMOUNT	FY 2014-15 TOTAL AMOUNT					
Case Management	15	1	xCMA	34,199	\$ 71,817.90	\$ 74,553.82					
Mental Health Services	15	45	xCMA	129,778	\$ 351,698.16	\$ 365,973.73					
*T	OTAL MAX	IMUM A	NNUAL AN	MOUNT PER FY	\$ 423,516.06	\$ 440,527.55					

	ANNUAL Maximur	Santa L n Amount Match/L		wn for FY 2013-1	4			
Program	Source Match Funds	Total Maximum Annual Program Expense	Match Amount	Estimated FFP & EPSDT Amount	Maximum Cour Liability by Program (MHSA/CSS)			
Santa Lucia	MHSA/CSS	\$423,516.06	\$42,351.60	\$381,164.46	\$423,516.06			
		C	OUNTY Maximum (	Contract Liability	\$423,516.06			
	ANNUAL Maximur	n Amount Match/L	iability Breakdov	wn for FY 2014-1	5			
Total Maximum Source Match Annual Program MHSA/CSS FFP & EPSDT Program Funds Expense Match Amount Amount								
Santa Lucia	MHSA/CSS	\$440,527.55	\$44,052.75	\$396,474.80	\$440,527.55			
	\$440,527.55							

#### **B. MATCH REQUIREMENTS**

#### 1. FFF EXPANSION PROGRAM

CONTRACTOR shall provide a funding match estimated at \$15,000 for Fiscal Year (FY) 2012-13 and \$25,000 for FY 2013-14 and up to \$28,022 for FY 2014-15 during the term of this Agreement. The match requirement for the FFF Expansion program services will be calculated on a monthly basis using the total amount of services provided during the invoice month and multiplied by ten percent (10%).

#### 2. MCSTART 0 – 5 PROGRAM

CONTRACTOR shall provide a funding match estimated not to exceed \$121,502.30 for each Fiscal Year during the term of this Agreement. The match requirement for MCSTART 0-5 program services will be calculated on a monthly basis, using the total amount of services provided during the invoice month and multiplied by ten percent (10%).

#### IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources,

including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Health Care Services. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-5, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-5, Section V.

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

Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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 \$9,450,225 (\*amounts rounded up to the nearest dollar) for services rendered under this Agreement.
- B. Maximum Annual Liability:

SERVICE	FY 2012-13 ANNUAL *AMOUNT	FY 2013-14 ANNUAL *AMOUNT	FY 2014-15 ANNUAL *AMOUNT	*Program Totals
Families First and Foremost (FFF)	\$346,301	\$406,601	\$402,192	\$1,155,094
Integrated Co-Occurring Treatment (ICT) Program	\$386,480	\$385,361	\$571,440	\$1,343,281
Monterey County Screening Team For Assessment, Referral, And Treatment ("MCSTART") Program 0 - 5	\$1,266,954	\$1,182,800	\$1,233,936	\$3,683,690
Monterey County Screening Team For Assessment, Referral, And Treatment ("MCSTART") Program 6 - 11	\$105,164	\$358,321	\$524,116	\$987,601
MCSTART Program Total	\$1,372,118	\$1,541,121	\$1,758,052	\$4,671,291
Nueva Esperanza Program Adults and Children	\$367,464	\$465,221	\$583,829	\$1,416,514
Santa Lucia Program	\$0.00	\$423,517	\$440,528	\$864,045
TOTAL AGREEMENT MAXIMUM COUNTY OBLIGATION PER FISCAL YEAR	\$2,472,363	\$3,221,821	\$3,756,041	\$9,450,225

- 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 <u>Survival of Obligations after Termination</u>, 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.

Exhibit B-6 - Amendment No. 6 to A-12268 Door To Hope: FFF, ICT, MCSTART, NE, SL FY 2012-13 thru FY 2014-15

#### VI. BILLING AND PAYMENT LIMITATIONS

- A. <u>Provisional Payments</u>: 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: 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.

Exhibit B-6 - Amendment No. 6 to A-12268 Door To Hope: FFF, ICT, MCSTART, NE, SL FY 2012-13 thru FY 2014-15

### VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

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

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

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall

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

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

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-5, 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."

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

#### FISCAL YEAR 2014-15

Program Name:	DTH Mental Health Programs 1 - 6 GRAND TOTALS	AVATAR Program(s):	
Unduplicated Number	er of Clients to be Served:	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	,	Amount Due from the COUNTY	Estim	ated Medi-Cal Units of Service	Fina	timated Federal ncial Participation FFP) Revenue
Case Management	15	1	525,020	\$	1,073,270.05	\$	483,071.05	\$	942,311.62
Mental Health Services	15	10, 30, 40, 45, 50	800,276	\$	2,216,268.62	\$	740,929.77	\$	1,736,004.78
Medication Support	15	60-69	96,783	\$	466,500.36	\$	94,293.67	\$	442,143.00
201 - 10778 - AL -021-1040 - 40 - 40			VII NAME - AND - PROPERTY.	\$	3,756,039.03			\$	3,120,459.40

A PROGRAM PETER VIEW	Actual FY 2012-13 Budget FY 2013-14 Budget FY 2014-15		Change		
A. PROGRAM REVENUES				_	
onterey County Funds (Monterey County's Use):  Provisional Rates				-	
	\$ 2,271,591.6	64 \$ 2,861,332.19	\$ 3,120,459,40	\$	259,127,21
Mental Health Services Act (MHSA)/CSS Funds	\$ 252.563.4			\$	271,253.15
Monterey County Department of Social and Employment Services (DSES)	\$ 86,613.5		-	-	3,839.88
Montorey county separation of cociai and Employment octates (5525)	φ 60,013.	30,100.12	\$ 60,000.00	\$	3,039.00
otal Requested Monterey County Funds	\$ 2,610,768.6	58 \$ 3,221,818.80	\$ 3,756,039.04	\$	534,220.2
ther Program Revenues				\$	-
CONTRACTOR Match from First 5 Funds	\$ 121,502.3	30 \$ 121,502.30	\$ 121,502.30	\$	-
CONTRACTOR Match from Action Council Funds	\$ 15,000.0	00 \$ 25,000.00	\$ 28,021.30	\$	3,021.3
CONTRACTOR Match	\$ 480,447.3	32 \$ 325,293.11	\$ -	\$	(325,293.1
Other Program Revenue	\$ -	\$ -	\$ -	\$	-
OTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 3,227,718.3	30 \$ 3,693,614.21	\$ 3,905,562.64	\$	211,948.4
			0. 702		
Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be ident	ified specifically with	n a particular final cost ob	jective.		
	ified specifically with Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15		Change
A. Mode Costs (Direct Services)		Budget FY 2013-14	Budget FY 2014-15	\$	Settle Set Tree
A. Mode Costs (Direct Services)	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15 \$ 2,007,403.00	\$	204,596.0
A. Mode Costs (Direct Services)  Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  Payroll taxes	Actual FY 2012-13 \$ 1,434,928.0	Budget FY 2013-14 00 \$ 1,802,807.00 00 \$ 153,078.00	\$ 2,007,403.00 \$ 176,317.51		204,596.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes	Actual FY 2012-13 \$ 1,434,928.0 \$ 119,098.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00	\$	204,596.0 23,239.5 32,971.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation	Actual FY 2012-13 \$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00	\$	204,596.0 23,239.5 32,971.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written	Actual FY 2012-13 \$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00	\$ \$ \$	204,596.0 23,239.5 32,971.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ -	\$ \$ \$	204,596.0 23,239.5 32,971.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  6 Temporary Staffing	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ -	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ -	\$ \$ \$ \$	204,596.0 23,239.5 32,971.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  6 Temporary Staffing  7 Flexible Client Spending (please provide supporting documents)  8 Travel (costs incurred to carry out the program)	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ - \$ -	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  00 \$ 48,500.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ 48,500.00	\$ \$ \$ \$	204,596.0 23,239.5 32,971.0 5,013.0
A. Mode Costs (Direct Services)  Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  Payroll taxes  Employee benefits  Workers Compensation Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  Temporary Staffing  Flexible Client Spending (please provide supporting documents)  Travel (costs incurred to carry out the program)	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ - \$ - \$ 5	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  00 \$ 48,500.00  00 \$ 54,400.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ - \$ 48,500.00 \$ 39,960.00	\$ \$ \$ \$ \$	204,596.0 23,239.5 32,971.0 5,013.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  6 Temporary Staffing  7 Flexible Client Spending (please provide supporting documents)  8 Travel (costs incurred to carry out the program)  9 Employee Travel and Conference	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ - \$ - \$ 37,400.0 \$ 47,500.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  00 \$ 48,500.00  00 \$ 54,400.00  00 \$ 43,187.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ - \$ 48,500.00 \$ 39,960.00 \$ 46,440.00	\$ \$ \$ \$ \$ \$	204,596.0 23,239.5 32,971.0 5,013.0 - - (14,440.0 3,253.0
A. Mode Costs (Direct Services)  Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  Payroll taxes  Employee benefits  Workers Compensation Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  Temporary Staffing  Flexible Client Spending (please provide supporting documents)  Travel (costs incurred to carry out the program)  Employee Travel and Conference  Communication Costs	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ - \$ - \$ 37,400.0 \$ 38,900.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  \$ -  00 \$ 48,500.00  00 \$ 54,400.00  00 \$ 43,187.00  00 \$ 27,900.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ - \$ 48,500.00 \$ 39,960.00 \$ 46,440.00	\$ \$ \$ \$ \$ \$	204,596.0 23,239.5 32,971.0 5,013.0 - - (14,440.0 3,253.0 (500.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  6 Temporary Staffing  7 Flexible Client Spending (please provide supporting documents)  8 Travel (costs incurred to carry out the program)  9 Employee Travel and Conference  10 Communication Costs  11 Utilities  12 Cleaning and Janitorial	\$ 1,434,928.4 \$ 119,098.6 \$ 145,953.4 \$ 25,886.4 \$ - \$ - \$ 37,400.4 \$ 38,900.4 \$ 23,953.4	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  00 \$ 48,500.00  00 \$ 54,400.00  00 \$ 27,900.00  00 \$ 26,111.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ - \$ 48,500.00 \$ 39,960.00 \$ 46,440.00 \$ 27,400.00	\$ \$ \$ \$ \$ \$ \$	204,596.0 23,239.5 32,971.0 5,013.0 - - (14,440.0 3,253.0 (500.0 (7,011.0
A. Mode Costs (Direct Services)  1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)  2 Payroll taxes  3 Employee benefits  4 Workers Compensation  Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)  6 Temporary Staffing  7 Flexible Client Spending (please provide supporting documents)  8 Travel (costs incurred to carry out the program)  9 Employee Travel and Conference  10 Communication Costs  11 Utilities	\$ 1,434,928.0 \$ 119,098.0 \$ 145,953.0 \$ 25,886.0 \$ - \$ - \$ 37,400.0 \$ 38,900.0 \$ 23,953.0 \$ 14,200.0	Budget FY 2013-14  00 \$ 1,802,807.00  00 \$ 153,078.00  00 \$ 180,709.00  00 \$ 32,440.00  \$ -  \$ -  \$ -  00 \$ 48,500.00  00 \$ 54,400.00  00 \$ 27,900.00  00 \$ 26,111.00	\$ 2,007,403.00 \$ 176,317.51 \$ 213,680.00 \$ 37,453.00 \$ - \$ - \$ - \$ 48,500.00 \$ 39,960.00 \$ 46,440.00 \$ 27,400.00	\$ \$ \$ \$ \$ \$ \$	Change  204,596.0  23,239.5  32,971.0  5,013.0  -  (14,440.0  3,253.0  (500.0  (7,011.0  10,200.0

Change

	Actua	al FY 2012-13	Bu	dget FY 2013-14	Budget FY 2014-15			Change
16 Memberships, Subscriptions and Dues	\$	1,000.00	\$	2,000.00	\$	2,500.00	\$	500.00
17 Office Supplies	\$	42,849.02	\$	39,830.00	\$	44,500.00	\$	4,670.00
18 Postage and Mailing	\$	800.00	\$	1,100.00	\$	1,000.00	\$	(100.00
19 Medical Records	\$		\$		\$		\$	-
20 Data Processing	\$	12	\$	8720	\$		\$	-
21 Rent and Leases - equipment	\$	6,950.00	\$	10,126.00	\$	9,200.00	\$	(926.00
Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$		\$	:=	\$	(4)	\$	_
Taxes and assessments (Please identify the property address and method of cost allocation)	\$	-	\$	%=	\$	**	\$	=
Interest in Other Long-term debts (please identify the property address and method of cost allocation)	\$	5,615.00	\$	5,615.00	\$	5,615.00	\$	-
Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost. Please provide List of Providers)	\$	280,000.00	\$	246,500.00	\$	251,500.00	\$	5,000.0
Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133) and Certified Public Expenditure requirement of Monterey County	\$	14	\$		\$		\$	8
Miscellaneous (please provide details)	\$	29,385.00	\$	27,385.21	\$	25,885.00	\$	(1,500.2
Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	\$	12	\$		\$	•	\$	-
Total Mode Costs	\$	2,379,717.02	\$	2,825,188.21	\$	3,094,353.51	\$	269,165.3
B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service	\$	4	\$	i.	\$	-		
0 Salaries and Benefits	\$	140,882.00	\$	140,882.00	\$	65,000.00	\$	(75,882.0
1 Supplies	\$	118,967.00	\$	53,900.00	\$	62,900.00	\$	9,000.0
Others - please provide details. Expense must be authorized by the County and/or not 2 prohibited under Federal, State or local law or regulations.	\$	263,624.00	\$	283,554.00	\$	248,554.00	\$	(35,000.0
Depreciation Expenses (please exclude assets purchased by COUNTY funds and 3 provide Schedule of Depreciation expense.)	\$	-	\$	-	\$	-	\$	-
Total Administrative Costs	\$	523,473.00	\$	478,336.00	\$	376,454.00	\$	(101,882.0
TOTAL DIRECT COSTS	\$	2,903,190.02	\$	3,303,524.21	s	3,470,807.51	s	167,283.3

Il Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	Actua	FY 2012-13	Bud	get FY 2013-14	Budget FY 2014-15		Change
36	Equipment (purchase price of less than \$5000)	\$	-	\$		\$	-	\$ -
37	Rent and Leases - equipment	\$	-	\$	•	\$		\$
38	Rent and Leases - building and improvements	\$	171,200.00	\$	209,860.00	\$	239,052.00	\$ 29,192.00
39	Taxes and assessments	\$	6,700.00	\$	7,700.00	\$	7,700.00	\$ -
40	Insurance and Indemnity	\$	4,146.00	\$	3,922.00	\$	3,922.00	\$ 2-
41	Maintenance - equipment	\$	49,500.00	\$	49,500.00	\$	52,000.00	\$ 2,500.00
42	Maintenance - building and improvements	\$	20,000.00	\$	11,852.00	\$	32,812.00	\$ 20,960.00
43	Utilities	\$	500.00	\$	500.00	\$	500.00	\$ -
44	Household Expenses	\$	15,000.00	\$	35,000.00	\$	38,000.00	\$ 3,000.00
45	Interest in Bonds	\$	-	\$	-	\$	( <del>-</del> )	\$ ×-
46	Interest in Other Long-term debts	\$	-	\$		\$	-	\$ 11-
47	Other interest and finance charges	\$	-	\$	-	\$	-	\$ -
48	Contracts Administration	\$	-	\$	-	\$	-	\$ -
49	Legal and Accounting (when required for the administration of the County Programs)	\$	-	\$	-	\$	-	\$ 3
	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133) and Certified Public Expenditure requirement of Monterey County	\$	21,492.00	\$	20,644.00	\$	21,644.00	\$ 1,000.00

#### **EXHIBIT H-6**

		Actu	al FY 2012-13	Buc	lget FY 2013-14	Bu	dget FY 2014-15	Change
5	Data Processing	\$	-	\$	-	\$	-	\$ -
52	Personnel Administration	\$	69,931.08	\$	34,112.00	\$	=	\$ (34,112.00)
53	Medical Records	\$	-	\$	<del>-</del>	\$	÷	\$ -
54	Other Professional and Specialized Services	\$	17,000.00	\$	17,000.00	\$	12,000.00	\$ (5,000.00)
55	Transportation and Travel	\$	-	\$	-	\$	-	\$ -
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	\$	-	\$	-	\$	-	\$ -
57	Total Indirect costs	\$	375,469.08	\$	390,090.00	\$	407,630.00	\$ 17,540.00
63	Total Allowable Costs	\$	3,278,659.10	\$	3,693,614.21	\$	3,878,437.51	\$ 184,823.30
	COST REPORT INFORMATION:		1000	Buc	lget FY 2012-13	Bu	dget FY 2013-14	Change
	Land			\$	-	\$	-	\$ -
	Buildings and Improvements			\$		\$		\$ 
66	Equipment (purchase price of \$5000 or more)			\$	-	\$	-	\$ -
67	Total			\$	-	\$	-	\$ -

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

Executive Director's Signature	Date	Finance Director's Signature	Date	

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

FISCAL		

Program Name:	DTH Families First & Foremo	st and Expansion	AVATAR Program(s): Foremost/AC	
Unduplicated Numb	per of Clients to be Served:	82	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Maximum County Liability by Program (MHSA/PEI)		Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue and EPSDT Revenue		
Case Management	15	01	68,607	\$	135,552.35	68,607	\$	134,606.70	
Mental Health	15	10, 30, 40, 45, 50	99,521	\$	266,639.35	99,521	\$	252,585.00	
***************************************		AND THE STATE OF T		\$	402,191.70		\$	387,191.70	

	Budg	get FY 2012-13	Budg	et FY 2013-14	Bud	get FY 2014-15	
A. PROGRAM REVENUES							
Monterey County Funds (Monterey County's Use):			2 3 102 TV (105 = 0				
Provisional Rates						-	
Estimated Federal Financial Participation (FFP) and EPSDT	\$	325,170.00	\$	388,440.89	\$	387,191.70	\$ (1,249.19
Monterey County Department of Social and Employment Services (DSES)	\$	21,130.00	\$	18,160.10	\$	15,000.00	\$ (3,160.10
			\$	•			\$ -
Total Requested Monterey County Funds	\$	346,300.00	\$	406,600.99	\$	402,191.70	\$ (4,409.29
Other Program Revenues		1010000					
CONTRACTOR Match from Action Council Funds	\$	15,000.00	\$	25,000.00	\$	28,021.30	\$ 3,021.30
OTAL PROGRAM REVENUES (equals Allowable Costs)	\$	361,300.00	\$	431,600.99	\$	430,213.00	\$ (1,387.99
contained in this Agreement. Expenditures should be reported within the cost categories list. costs directly from its financial statements.  Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identicable.	ified spe	ecifically with a	partic	ular final cost o	bjecti	ive.	
A. Mode Costs (Direct Services)	Budg	get FY 2012-13	Budg	get FY 2013-14	Bud	get FY 2014-15	Change
Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	228,943	\$	294,812.00	s	311,892	\$ 17,080.00
2 Payroll taxes	s	19,141	\$	21,400.00	\$	22,639	\$ 1,239.00
3 Employee benefits	s	22,662	\$	25,392.00	\$	26,862	\$ 1,470.00
4 Workers Compensation	\$	3,986	s	4,456.00	\$	5,198	\$ 742.00
Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)							\$ -
6 Temporary Staffing							\$ -
7 Flexible Client Spending (please provide supporting documents)							\$ -
8 Travel (costs incurred to carry out the program)	s	14,400	\$	12,000.00	\$	7,000	\$ (5,000.00
9 Employee Travel and Conference	\$	8,500	\$	8,500.00	\$	5,300	\$ (3,200.00
10 Communication Costs	\$	4,400	s	4,400.00	\$	5,200	\$ 800.00
11 Utilities	\$	1,200	s	2,200.00	\$	1,200	\$ (1,000.00
12 Cleaning and Janitorial	\$	1,200	s	2,400.00	\$	1,200	\$ (1,200.00
13 Maintenance and Repairs - Buildings		×					\$ -
14 Maintenance and Repairs - Equipment							\$ -
15 Printing and Publications	\$	1,000	s	1,000.00	\$	2,000	\$ 1,000.00
16 Memberships, Subscriptions and Dues							\$ -
17 Office Supplies Audit Costs and Related Services (Audits required by and conducted in accordance with	\$	7,849	s	6,000.00	\$	8,000	\$ 2,000.00
the Single Audit Act (OMB Circular A-133)							\$ -

Change

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

FISCAL		

Program Name:	DTH Families First & Foremo	st and Expansion	AVATAR Program(s): Foremost/AC
Unduplicated Num	ber of Clients to be Served:	82	Address:

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabil	ximum County lity by Program MHSA/PEI)	Estimated Medi-Cal Units of Service	Parti Rever	mated Federal Financial cipation (FFP) nue and EPSDT Revenue
Case Management	15	01	68,607	\$	135,552.35	68,607	\$	134,606.70
Mental Health	15	10, 30, 40, 45, 50	99,521	\$	266,639.35	99,521	\$	252,585.00
		•		\$	402,191.70		\$	387,191.70

	Budg	et FY 2012-13	Bud	get FY 2013-14	Budget FY 2014-15	Change
27 Equipment (purchase price of less than \$5000)	\$	5,000	\$	5,000.21	\$ 3,500	\$ (1,500.21)
Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			8			\$ -
29 Total Mode Costs	\$	318,281.02	\$	387,560.21	\$ 399,991	\$ 12,430.79
B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.						\$ -
30 Salaries and Benefits						\$ -
31 Supplies						\$ -
Others - please provide details. Expense must be authorized by the County and/or not 32 prohibited under Federal, State or local law or regulations. Match money			s	15,000.00		\$ (15,000.00)
Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.)						\$ -
34 Total Administrative Costs	\$		\$	15,000.00	<b>s</b> -	\$ (15,000.00)
35 TOTAL DIRECT COSTS	\$	318,281.02	\$	402,560.21	\$ 399,991.00	\$ (2,569.21)

Il Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	- Justo Gonico						_	
	INDIRECT COSTS	Actu	ıal FY 2012-13	Budget	FY 2013-14	Budget FY 2014-15		Change
36	Equipment (purchase price of less than \$5000)						\$	-
37	Rent and Leases - equipment						\$	-
38	Rent and Leases - building and improvements	\$	7,200	\$	7,200	\$ 2,200	\$	(5,000.00)
52	Personnel Administration	\$	35,819	s	_	s -	\$	-
57	Total Indirect costs	\$	43,019.08	\$	7,200	\$ 2,200	\$	(5,000.00)
63	Total Allowable Costs	\$	361,300.10	\$	409,760	\$ 402,191	\$	(7,569.21)
_	COST REPORT INFORMATION:			Budge	t FY 2012-13	Budget FY 2013-14		Change
64	Land				0.77%			10017
65	Buildings and Improvements							
66	Equipment (purchase price of \$5000 or more)	1.6						
67	Total	7				2.32.11		

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

Executive Director's Signature Date Finance Director's Signature Date

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

		FISCAL YEAR	2014-15	
Program Name: DTH Families First & Foremost and		st and Expansion	AVATAR Program(s): Foremo	C & DTH Families First
Unduplicated Numl	ber of Clients to be Served:	82	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Maximum County Liability by Program (MHSA/PEI)		Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue and EPSDT Revenue		
Case Management	15	01	68,607	\$	135,552.35	68,607	\$	134,606.70	
Mental Health	15	10, 30, 40, 45, 50	99,521	\$	266,639.35	99,521	\$	252,585.00	
	- 34 W			\$	402,191.70		\$	387,191.70	

			Change
Budget FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	

#### Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	An	nual Salary/Wage	TE (Full Time Employee	TOTAL
Senior Clinical Director	\$	120,000	0.25	\$ 30,000
Quality Assurance Clerk	\$	35,880	0.50	\$ 17,940
Parent Educator Bi-lingual	\$	61,776	2.00	\$ 123,552
Parent Educator	\$	56,160	2.50	\$ 140,400
Therapist	\$	64,500	0.40	\$ 25,800
Total Salaries and Wages				\$ 311.892

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

#### FISCAL YEAR 2014-15

Program Name:	Integrated Co-Occuring Treatment (ICT) Program		AVATAR Program(s):	BVCSOCSDV, BVCSOCFSP			
Unduplicated Number of	Clients to be Served:	57	Address:				

Service Description	Mode of Service	Service Function Code Total Units Service		Liabil	kimum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue and EPSDT Revenue		
Case Management	15	01	81111.12385	\$	176,822.25	48,667	\$	95,484.02	
Mental Health Services	15	10, 30, 40, 45, 50	139935.3723	\$	394,617.75	83,961	\$	213,093.59	
				\$	571,440.00		\$	308,577.60	

	Budge	et FY 2012-13	Budg	get FY 2013-14	Budg	get FY 2014-15	Change
A. PROGRAM REVENUES							
Monterey County Funds (Monterey County's Use):							
Provisional Rates		33333					
Estimated Federal Financial Participation (FFP) and EPSDT	\$	173,915.56	\$	208,094.93	\$	308,577.60	\$ 100,482.6
Mental Health Services Act (MHSA)/CSS Funds	\$	212,563.45	\$	177,266.06	\$	262,862.40	\$ 85,596.3
otal Requested Monterey County Funds	\$	386,479	\$	385,360.99	\$	571,440.00	\$ 186,079.0
Other Program Revenues							\$ -
OTAL PROGRAM REVENUES (equals Allowable Costs)	\$	386,479	\$	385,360.99	\$	571,440.00	\$ 186,079.
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Mont ontained in this Agreement. Expenditures should be reported within the cost categories indirect costs directly from its financial statements.  Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be id  A. Black Costs (Direct Cost).	entified	Specifically with	a parti	o be able to ider	objec	rect and	Change
A. Mode Costs (Direct Services)	Budg	et FY 2012-13	Budg	get FY 2013-14	Bud	get FY 2014-15	- Indiango
Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	221,796	\$	247,375	\$	374,270	\$ 126,895.0
2 Payroll taxes	s	25,558	\$	24,989	\$	37,808	\$ 12,818.
3 Employee benefits	s	30,812	\$	26,501	\$	40,095	\$ 13,594.
4 Workers Compensation	s	6,106	\$	5,378	\$	8,137	\$ 2,759.
8 Travel (costs incurred to carry out the program)	\$	11,000	s	8,500	\$	13,500	\$ 5,000.
9 Employee Travel and Conference	s	4,000	s	6,900	\$	6,160	\$ (740.
10 Communication Costs	\$	6,000	\$	5,787	\$	6,240	\$ 453.
11 Utilities	s	2,300	\$	-	\$	-	\$ -
12 Cleaning and Janitorial			\$	5,711	\$	2,400	\$ (3,311.
13 Maintenance and Repairs - Buildings	\$	20,000	\$		\$	3,200	\$ 3,200.
14 Maintenance and Repairs - Equipment							\$ -
15 Printing and Publications	\$	5,000	\$	2,500	\$	5,200	\$ 2,700.
16 Memberships, Subscriptions and Dues			\$	1,000	\$	1,000	\$ -
17 Office Supplies	\$	7,000	\$	5,600	s	6,500	\$ 900.
18 Postage and Mailing	s	200	\$	200	\$	200	\$
21 Rent and Leases - equipment	s	500	\$	676	\$	1,000	\$ 324.
Rent and Leases - building and improvements (please identify the property address and method of cost allocation)							\$ -
							\$ -
Taxes and assessments (Please identify the property address and method of cost allocation)							

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

EICCAL	VEAD 2044 4E	

Program Name:	Integrated Co-Occuring Program	Treatment (ICT)	AVATAR Program(s):	BVCSOCSDV, BVCSOCFSP
Unduplicated Number o	f Clients to be Served:	57	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabil	ximum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Financ (FFP	mated Federal cial Participation ) Revenue and SDT Revenue
Case Management	15	01	81111.12385	\$	176,822.25	48,667	\$	95,484.02
Mental Health Services	15	10, 30, 40, 45, 50	139935.3723	\$	394,617.75	83,961	\$	213,093.59
				\$	571,440.00		\$	308,577.60

		Budge	t FY 2012-13	Budg	et FY 2013-14	Budg	et FY 2014-15	Change
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	\$	9,000	\$	4,500	\$	7,500	\$ 3,000.00
27	Miscellaneous (please provide details)	\$	2,000					\$ -
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)							\$ -
29	Total Mode Costs	\$	351,272	\$	345,617	\$	513,210	\$ 167,592.51
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service							
30	Salaries and Benefits							\$ -
31	Supplies	s	21,844	\$	6,800	\$	12,800	\$ 6,000.00
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.							\$ -
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)							\$ -
34	Total Administrative Costs	\$	21,844	\$	6,800	\$	12,800	\$ 6,000.00
35	TOTAL DIRECT COSTS	\$	373,116	\$	352,417	\$	526,010	\$ 173,592.51

Il Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California

	INDIRECT COSTS	FY 2012-13	Budge	et FY 2013-14	Budget	FY 2014-15	5 50//C	Change
36	Equipment (purchase price of less than \$5000)						\$	-
37	Rent and Leases - equipment						\$	-
38	Rent and Leases - building and improvements	\$ 17,200	\$	21,860	\$	28,668	\$	6,808.00
39	Taxes and assessments				3.0	S221 - 2223	\$	-
40	Insurance and Indemnity	\$ 1,674	\$	1,450	\$	1,450	\$	+
41	Maintenance - equipment						\$	20
42	Maintenance - building and improvements	\$ 20,000	\$	11,852	\$	11,812	\$	(40.00)
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$ 3,348	\$	2,500	\$	3,500	\$	1,000.00
57	Total Indirect costs	\$ 42,222	\$	37,662	\$	45,430	\$	7,768.00
63	Total Allowable Costs	\$ 415,338	\$	390,079	\$	571,440	\$	181,360.51
	COST REPORT INFORMATION:		Budge	et FY 2012-13	Budget	FY 2013-14		Change
64	Land							× × × × × × × × × × × × × × × × × × ×
65	Buildings and Improvements					11 11 11 11 11 11 11 11 11 11 11 11 11		
66	Equipment (purchase price of \$5000 or more)							
67	Total							

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

		,		
FISC	CAL	EAR	2014-15	

Program Name:

Integrated Co-Occuring Treatment (ICT)

Program

AVATAR Program(s):

BVCSOCSDV, BVCSOCFSP

Unduplicated Number of Clients to be Served:

57

Address:

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabil	kimum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Financ (FFP	mated Federal cial Participation ) Revenue and SDT Revenue
Case Management	15	01	81111.12385	\$	176,822.25	48,667	\$	95,484.02
Mental Health Services	15	10, 30, 40, 45, 50	139935.3723	\$	394,617.75	83,961	\$	213,093.59
				\$	571,440.00		\$	308,577.60

			Change
Budget FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	

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

**Executive Director's Signature** 

Data

Finance Director's Signature

Date

#### Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	TE (Full Time Employee	TOTAL
Therapists	\$ 72,800	4.50	\$ 327,600
Clinical Supervisor	\$ 93,080	0.25	\$ 23,270
Admin Assistant	\$ 31,200	0.75	\$ 23,400
Total Salaries and Wages	\$ 197,080		\$ 374,270

\$

#### **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health

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FIS	CAL	YEAR	2014-	15	

		THOUSE TEST TO THE TOTAL TO THE TEST TO TH
Program Name:	DTH MCSTART 6 - 11 DSES	AVATAR Program(s) BUCSOCDSES
Unduplicated Num	ber of Clients to be Served:	Address:

Service Description	Mode of Service	Service Function Code	I Liability by Program I		n Total Units of Liability by Program Estimated Medi-Cal		Finan (FFF	imated Federal cial Participation P) Revenue and SDT Revenue
Case Management	15	1	30070	\$	65,553.00	30,070	\$	58,997.70
Mental Health Services	15	45	133062	\$	375,236.00	133,062	\$	337,712.40
Medication Support	15	60-69	15994	\$	83,327.00	15,994	\$	74,994.30
				\$	524,116.00		\$	471,704.40

		Budge	et FY 2012-13	Bud	get FY 2013-14	Bud	get FY 2014-15		Change
	A. PROGRAM REVENUES								
Moi	nterey County Funds (Monterey County's Use):								
	Provisional Rates	100							
	Estimated Federal Financial Participation (FFP) and EPSDT	\$	270,000	\$	322,488.49	\$	471,704.40	\$	149,215.9
_	MHSA/CSS  Monterey County Department of Social and Employment Services (DSES)	\$	30,000	\$	17,832.03	\$	27,411.60	\$	9,579.5
rat	tal Requested Monterey County Funds	\$		\$	18,000.02	-	25,000.00	\$	6,999.9
		<b>a</b>	300,000		358,321	\$	524,116.00	\$	165,795.4
	ner Program Revenues			\$				\$	
Ю	TAL PROGRAM REVENUES (equals Allowable Costs)	\$	300,000	\$	358,321	\$	524,116.00	\$	165,795.4
ndi	ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monter ntained in this Agreement. Expenditures should be reported within the cost categories lis irect costs directly from its financial statements.  Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified.	t. CON	TRACTOR is e	xpecte	ed to be able to i	dentif	y direct and		
	A. Mode Costs (Direct Services)	Budge	et FY 2012-13	Budg	get FY 2013-14	Bud	get FY 2014-15		Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	160,000	\$	154,600	\$	336,760.00	\$	182,160.0
2	Payroll taxes	\$	13,400	\$	11,403	\$	23,814.00	\$	12,411.0
3	Employee benefits	s	22,300	\$	19,316	s	42,075.00	\$	22,759.0
	Workers Compensation	\$	2,785	\$	2,372	s	5,167.00	\$	2,795.0
8	Travel (costs incurred to carry out the program)	\$	2,000	\$	7,000	s	4,000.00	\$	(3,000.0
9	Employee Travel and Conference	\$	6,000	\$	6,000	\$	3,500.00	\$	(2,500.0
10	Communication Costs	\$	6,000	\$	6,000	\$	6,000.00	\$	-
11	Utilities	\$	2,753	\$		s		\$	-
12	Cleaning and Janitorial			\$	5,000	\$	2,500.00	\$	(2,500.0
13	Maintenance and Repairs - Buildings		57855				14.1	\$	-
14	Maintenance and Repairs - Equipment							\$	-
15	Printing and Publications	\$	1,300	\$	4,000	\$	2,500.00	\$	(1,500.0
16	Memberships, Subscriptions and Dues				AL V. 1	200 Dilbe	20000000	\$	-
	Office Supplies	\$	8,000	\$	6,230	s	6,000.00	\$	(230.0
17	Postage and Mailing	\$	200	\$	400	\$	300.00	\$	(100.0
	Medical Records							\$	-
18	Medical records							\$	(5)
18	Data Processing			-				\$	(1,650.0
18 19 20	Data Processing  Rent and Leases - equipment	\$	3,150	\$	5,150	\$	3,500.00	L	
18 19 20 21	Data Processing  Rent and Leases - equipment Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	s	3,150	\$	5,150	\$	3,500.00	\$	-
18 19 20 21	Data Processing  Rent and Leases - equipment Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost allocation)	\$	3,150	\$	5,150	S	3,500.00		-
18 19 20 21	Data Processing  Rent and Leases - equipment Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost allocation) Interest in Other Long-term debts (please identify the property address and method of cost	\$	3,150	\$	5,150	S	3,500.00	\$	-
18 19 20 21 22 23 24	Data Processing  Rent and Leases - equipment Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost allocation) Interest in Other Long-term debts (please identify the property address and method of cost	\$	3,150		5,150	s	3,500.00	\$	2,000.0

#### For Monterey County - Behavioral Health

#### FISCAL YEAR 2014-15

Program Name: DTH MCSTART 6 - 11 D
Unduplicated Number of Clients to be Served:

DTH MCSTART 6 - 11 DSES

AVATAR Program(s) BUCSOCDSES

Address:

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabi	ximum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Financ (FFP	mated Federal ial Participation ) Revenue and SDT Revenue
Case Management	15	1	30070	\$	65,553.00	30,070	\$	58,997.70
Mental Health Services	15	45	133062	\$	375,236.00	133,062	\$	337,712.40
Medication Support	15	60-69	15994	\$	83,327.00	15,994	\$	74,994.30
	30.3			\$	524,116.00		\$	471,704.40

		Budge	et FY 2012-13	Budge	et FY 2013-14	Budge	FY 2014-15	Change
27	Miscellaneous (please provide details)							\$ 3+3
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)							\$ -
29	Total Mode Costs	\$	247,888	\$	255,471	\$	466,116	\$ 210,645.00
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.							\$ -
30	Salaries and Benefits							\$ -
31	Supplies							\$ -
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.							\$ -
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)							\$ 
34	Total Administrative Costs			\$		\$	-	\$ 2
35	TOTAL DIRECT COSTS	\$	247,888	\$	255,471	\$	466,116	\$ 210,645.00
	Indirect Cost Centers - include all costs that are incurred for a common or joint purporeadily assignable to the cost objective specifically benefitted without effort disproprespond directly with the expense accounts defined in the Accounting Standards and State Controller's Office.	ortiona	te to the result	s achie	ved. The indi	rect cost	centers	
	INDIRECT COSTS	Budge	et FY 2012-13	Budge	et FY 2013-14	Budge	FY 2014-15	Change

INDIRECT COSTS	Budget FY 2012-13	Budget FY 2013-14	Budget FY 2014-15		Change
INDIRECT COSTS	Budget F1 2012-13	Budget F1 2013-14	badget i 2014-10	s	
36 Equipment (purchase price of less than \$5000)				3	-
37 Rent and Leases - equipment				\$	
38 Rent and Leases - building and improvements	\$ 18,000	\$ 22,000	\$ 25,000.00	\$	3,000.00
39 Taxes and assessments				\$	
40 Insurance and Indemnity				\$	-
41 Maintenance - equipment			\$ 12,000.00	\$	(5)
42 Maintenance - building and improvements			\$ 21,000.00	\$	_
43 Utilities				\$	-
44 Household Expenses				\$	-
45 Interest in Bonds				\$	-
46 Interest in Other Long-term debts				\$	-
47 Other interest and finance charges				\$	-
48 Contracts Administration				\$	18.3
49 Legal and Accounting (when required for the administration of the County Programs)				\$	-
Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				\$	12
51 Data Processing				\$	
52 Personnel Administration	\$ 34,112	\$ 34,112	s -	\$	(34,112.00)
53 Medical Records				\$	
54 Other Professional and Specialized Services				\$	-
55 Transportation and Travel				\$	-
Advertising (for recruitment of admin personnel, procurement of services and disposal of 56 surplus assets)	0000			\$	

#### For Monterey County - Behavioral Health

#### FISCAL YEAR 2014-15

Program Name: DTH MCSTART 6 - 11 DSES

AVATAR Program(s) BUCSOCDSES

Unduplicated Number of Clients to be Served:

Address:

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabi	ximum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Financ (FFP	mated Federal cial Participation ) Revenue and SDT Revenue
Case Management	15	1	30070	\$	65,553.00	30,070	\$	58,997.70
Mental Health Services	15	45	133062	\$	375,236.00	133,062	\$	337,712.40
Medication Support	15	60-69	15994	\$	83,327.00	15,994	\$	74,994.30
				\$	524,116.00		\$	471,704.40

	-	Budget FY 2012-13	Budge	t FY 2013-14	Budget FY 20	14-15	Change
57	Total Indirect costs	\$ 52,112	\$	56,112	\$ 58	8,000	\$ 1,888.00
63	Total Allowable Costs	\$ 300,000	\$	311,583	\$ 524	4,116	\$ 212,533.00
	COST REPORT INFORMATION:	Budget FY 2012-13	Budge	t FY 2013-14	Budget FY 20	14-15	Change
64	Land	\$450 V. S. V. S. V. S. V.			a a verse entre en en en en		
65	Buildings and Improvements	<b>编成法国际外</b>					
66	Equipment (purchase price of \$5000 or more)		Ž.				
67	Total						

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

Executive Director's Signature	Date	Finance Director's Signature	Date	

#### Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

			FTE (Full Time	
TITLE OF POSITION	Ann	ual Salary/Wage	Employee)	TOTAL
Therapists	\$	67,000	2.00	\$ 134,000
Occupational Therapist	\$	85,000	1.00	\$ 85,000
Clinical Director	\$	96,000	0.10	\$ 9,600
Case Manager	\$	54,080	2.00	\$ 108,160
				\$ -
				\$ -
				\$ 
				\$ -
	DANSO TO A	***		\$ 127
Total Salaries and Wages	\$	302,080		\$ 336,760

### DOOR TO HOPE **BUDGET AND EXPENDITURE REPORT** For Monterey County - Behavioral Health FISCAL YEAR 2014-15 AVATAR Program(s 27CX

Program Name: DTH Nueva Esperanza Unduplicated Number of Clients Served:

Address:

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabi	kimum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Parti	mated Federal Financial cipation (FFP) nue and EPSDT Revenue
Case Management (Children)	15	1	11,766.48	\$	25,650.93	11,766	\$	23,085.84
Mental Health Services (Adult)	15	50	65,002.08	\$	183,305.87	65,002	\$	164,975.28
			Subtotals	\$	208,956.79		\$	188,061.12
Case Management (Adult)	15	1	6,277.28	\$	13,684.47	6,277	\$	6,842.24
Mental Health Services (Children)	15	50	128,080.64	\$	361,187.40	128,081	\$	180,593.70
			Subtotals	\$	374,871.88		\$	187,435.94
-		Maximu	m County Liability	\$	583,828.67		\$	375,497.06

		al Budget FY 2012-13	Bud	iget FY 2013- 14	Bud	get FY 2014-15	19	Change
	A. PROGRAM REVENUES	***************************************		****				
Мо	nterey County Funds (Monterey County's Use):						7	782
	Provisional Rates							
	Estimated Federal Financial Participation (FFP)	\$ 408,985.38	\$	424,685.36	\$	375,497.05	\$	(49,188)
	DSS	\$ 35,483.59	\$	20,000.00	\$	20,000.00	\$	-
	MHSA/CSS	 100 AVVIOLAN	\$	20,535.39	\$	188,331.62	\$	167,796
To	tal Requested Monterey County Funds	\$ 444,468.97	\$	465,220.75	\$	583,828.67	\$	118,608
Otl	ler Program Revenues			4.0				
	CONTRACTOR Match Amount	\$ 95,925.32	\$	95,925.32	\$	-	\$	(95,925)
	Other Program Revenues							
то	TAL PROGRAM REVENUES (equals Allowable Costs)	\$ 540,394.29	\$	561,146.07	\$	583,828.67	\$	22,683

_	Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be in	dentifi	ed specifically	with	a particular fir	al cos	t objective.		
	A. Mode Costs (Direct Services)	Actu	ıal FY 2012-13	Bud	get FY 2013-1	Budg	et FY 2014-15	3	Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	297,095.00	\$	297,095.00	\$	298,672.00	\$	1,577.00
2	Payroll taxes	\$	21,495.00	\$	21,495.00	\$	28,252.00	\$	6,757.00
3	Employee benefits	\$	24,647.00	s	24,647.00	\$	31,005.00	\$	6,358.00
4	Workers Compensation	\$	4,323.00	\$	4,323.00	\$	5,583.00	\$	1,260.00
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)							\$	
6	Temporary Staffing							\$	-
7	Flexible Client Spending (please provide supporting documents)							\$	
8	Travel (costs incurred to carry out the program)	\$	7,000.00	\$	7,000.00	\$	10,000.00	\$	3,000.00
9	Employee Travel and Conference	\$	5,000.00	\$	5,000.00	s	7,000.00	\$	2,000.00
10	Communication Costs	\$	4,500.00	\$	4,500.00	\$	6,500.00	\$	2,000.00
11	Utilities	\$	9,000.00	\$	9,000.00	s	9,500.00	\$	500.00
12	Cleaning and Janitorial							\$	-
13	Maintenance and Repairs - Buildings	\$	35,000.00	s	35,000.00	s	42,000.00	\$	7,000.00
14	Maintenance and Repairs - Equipment							\$	-
15	Printing and Publications	\$	2,000.00	\$	2,000.00	\$	4,000.00	\$	2,000.00
16	Memberships, Subscriptions and Dues	\$	500,00	\$	500.00	s	1,000.00	\$	500.00
17	Office Supplies	\$	6,000.00	\$	6,000.00	s	8,000.00	\$	2,000.00
18	Postage and Mailing	\$	100.00	\$	100.00	\$	100.00	\$	-
19	Medical Records							\$	2
20	Data Processing		1000					\$	-
21	Rent and Leases - equipment	\$	300.00	s	300.00	\$	700.00	\$	400.00

## DOOR TO HOPE BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health FISCAL YEAR 2014-15

Program Name:	DTH Nueva Esperanza	AVATAR Program(s 27CX	
Unduplicated Nun	ber of Clients Served:	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabilit	mum County y by Program HSA/CSS)	Estimated Medi-Cal Units of Service	Part	mated Federal Financial icipation (FFP) nue and EPSDT Revenue
Case Management (Children)	15	1	11,766.48	\$	25,650.93	11,766	\$	23,085.84
Mental Health Services (Adult)	15	50	65,002.08	\$	183,305.87	65,002	\$	164,975.28
			Subtotals	\$	208,956.79		\$	188,061.12
Case Management (Adult)	15	1	6,277.28	\$	13,684.47	6,277	\$	6,842.24
Mental Health Services (Children)	15	50	128,080.64	\$	361,187.40	128,081	\$	180,593.70
			Subtotals	\$	374,871.88		\$	187,435.94
		Maximu	m County Liability	\$	583,828.67		\$	375,497.06

35	TOTAL DIRECT COSTS	\$	539,960.00	\$ 539,960.00	\$ 558,312.00	\$ 18,352.00
34	Total Administrative Costs	\$	91,000.00	\$ 91,000.00	\$ 74,000.00	\$ (17,000.00
33	provide Schedule of Depreciation expense.)					\$ -
32	Others - match money already pd ytd Depreciation Expenses (please exclude assets purchased by COUNTY funds and	\$	80,000.00	\$ 80,000.00	\$ 60,000.00	\$ (20,000.00
31	Supplies	\$	11,000.00	\$ 11,000.00	\$ 14,000.00	\$ 3,000.00
30	Salaries and Benefits					\$ 2
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a					\$ -
29	Total Mode Costs	\$	448,960.00	\$ 448,960.00	\$ 484,312.00	\$ 35,352.00
28	provide Schedule of Depreciation expense.)					\$ -
27	Miscellaneous - mortgage & labs/drug testing Depreciation Expenses (please exclude assets purchased by COUNTY funds and	s	22,385.00	\$ 22,385.00	\$ 22,385.00	\$ -
	with the Single Audit Act (OMB Circular A-133)					\$ -
25	From Monterey County and must meet the criteria of a direct cost)  [Audit Costs and Related Services (Audits required by and conducted in accordance)	s	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
24	Interest in Other Long-term debts - 325 California Street mortgage interest Other Professional and Consultant Services (allowable with prior specific approval	s	5,615.00	\$ 5,615.00	\$ 5,615.00	\$ -
23	Taxes and assessments (Please identify the property address and method of cost allocation)				- Constant	\$ -
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)					\$ -

Il Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	Budget	FY 2012-1	Budg	et FY 2013-1	Budget FY 2014-15	Change
36	Equipment (purchase price of less than \$5000)						\$
37	Rent and Leases - equipment						\$ 05
38	Rent and Leases - building and improvements						\$ 
39	Taxes and assessments	\$	100.00	\$	100.00	\$ 100.00	\$ -
40	Insurance and Indemnity	\$	2,472.00	\$	2,472.00	\$ 2,472.00	\$ 3.5
41	Maintenance - equipment						\$ 
42	Maintenance - building and improvements					11 Maria 1 Mar	\$ -
43	Utilities						\$ 141
44	Household Expenses	s	15,000.00	\$	15,000.00	\$ 18,000.00	\$ 3,000.00
45	Interest in Bonds						\$ 177
46	Interest in Other Long-term debts						\$ -
47	Other interest and finance charges						\$ -
48	Contracts Administration						\$ e-
49	Legal and Accounting (when required for the administration of the County Programs) [Audit Costs and Related Services (Audits required by and conducted in accordance						\$ 
	with the Single Audit Act (OMB Circular A-133)	\$	4,944.00	\$	4,944.00	\$ 4,944.00	\$ -
51	Data Processing						\$
52	Personnel Administration						\$ (4)
53	Medical Records						\$ ( <del>-</del> )
54	Other Professional and Specialized Services						\$ -

## DOOR TO HOPE BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health FISCAL YEAR 2014-15

Program Name: DTH Nueva Esperanza		AVATAR Program(s 27CX	
Unduplicated Nun	nber of Clients Served:	Address:	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Liabi	ximum County lity by Program MHSA/CSS)	Estimated Medi-Cal Units of Service	Part	imated Federal Financial icipation (FFP) nue and EPSDT Revenue
Case Management (Children)	15	1	11,766.48	\$	25,650.93	11,766	\$	23,085.84
Mental Health Services (Adult)	15	50	65,002.08	\$	183,305.87	65,002	\$	164,975.28
			Subtotals	\$	208,956.79		\$	188,061.12
Case Management (Adult)	15	1	6,277.28	\$	13,684.47	6,277	\$	6,842.24
Mental Health Services (Children)	15	50	128,080.64	\$	361,187.40	128,081	\$	180,593.70
			Subtotals	\$	374,871.88		\$	187,435.94
	Maximum County Liability						\$	375,497.06

	Transportation and Travel							\$ -
	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)							\$ (*)
57	Total Indirect costs	\$	22,516.00	\$	22,516.00	\$	25,516.00	\$ 3,000.00
63	Total Allowable Costs	\$	562,476.00	\$ 562,476.00		\$	583,828.00	\$ 21,352.00
COST REPORT INFORMATION:		Budget FY 2012-13		Budget FY 2013-1		Budget FY 2014-15		Change
64	Land							
65	Buildings and Improvements						-10,221-1010	
66	Equipment (purchase price of \$5000 or more)							
67	Total					İ		

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

7				
Executive Director's Signature	Date	Finance Director's Signature	Date	

#### Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Sal	ary/Wage	E (Full Time Employ	TOTAL
Program Coordinator/Senior Counselor	\$	57,200	1.00	\$ 57,200
Counselor	\$	30,000	3.00	\$ 90,000
Parent Educator	\$	37,440	1.00	\$ 37,440
Program Aide	\$	29,120	1.40	\$ 40,768
Intake Coordinator	\$	53,040	0.10	\$ 5,304
Senior Clinical Director	\$	120,000	0.25	\$ 30,000
Residential Services	\$	37,960	1.00	\$ 37,960
				\$ -
Total Salaries and Wages				\$ 298,672

#### **EXHIBIT F-6**

#### BUSINESS ASSOCIATE AGREEMENT

		This	Business	Associa	ate A	greement (	("Agreement"),	effective	April 1	, 20_15
("Effe	ective Date	"), is	entered into	by and	among	g the County	of Monterey,	a political sul	bdivision of	the State
of	California	, 0	on behalf	f of	the	Health	Department	("Covered	d Entity	") and
Door	To Hope					("Busine	ss Associate")	(each a "Par	rty" and co	ollectively
the "P	arties").									

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et. seq. apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

#### 1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

#### 2. PERMITTED USES AND DISCLOSURES OF PHI

- 2.1 Unless otherwise limited herein, Business Associate may:
- (a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, <u>provided</u> that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

- (b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- (c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- (d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);
- (g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

#### 3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- 3.1 <u>Responsibilities of Business Associate</u>. With regard to its use and/or disclosure of PHI, Business Associate shall:
  - (a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;
  - (b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.
  - (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
  - (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

- (e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;
- (f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;
- (h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
  - (i) if all or any portion of the PHI is maintained in a Designated Record Set:
  - (i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
  - (ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;
- (j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(I) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

- 3.2 <u>Additional Responsibilities of Business Associate with Respect to EPHI.</u> In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:
  - (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
  - (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI;
     and
  - (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.
- 3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall, with respect to Business Associate:
  - (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
  - (b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
  - (c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
  - (d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
  - (e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 4. TERMS AND TERMINATION

- 4.1 <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; <u>provided</u>, <u>however</u>, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.
- 4.3 <u>Automatic Termination</u>. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.
- 4.4 <u>Effect of Termination</u>. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### 5. MISCELLANEOUS

- 5.1 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4, 5.1, 5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> constitutes a Designated Record Set.
- 5.2 <u>Amendments: Waiver.</u> This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.3 <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 <u>Notices</u>. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Door To Hope

130 W. Gabilan Street, Salinas, CA 93901

Attn: Chris Shannon, Executive Director

Tel: 831-758-0181 Fax: 831-758-5127

If to Covered Entity, to:

Monterey County Health Department

Behavioral Health Bureau

Attn: Miriam Hernandez, Finance Manager

Tel: 831-755-4578 Fax: 831-755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

- 5.5 <u>Counterparts; Facsimiles</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.6 <u>Choice of Law; Interpretation.</u> This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.
- Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

<b>COUNTY</b>	OF MO	ONTEREY	, ON	BEHALF	OF
THE HEA	LTHI	DEPARTM	ENT	r.	

### [BUSINESS ASSOCIATE]

By:	By: Opt S
Print Name: Kay Bullick	Print Name: Chris Shannon
Print Title:Director of Health	Print Title: Executive Director
Date:	Date: 3/12/13