AMENDMENT NO. 3 TO AGREEMENT A-12493 COUNTY OF MONTEREY & INTERIM, INC.

THIS AMENDMENT is made to the AGREEMENT A-12493 for mental health services and supportive housing for mental health consumers by and between INTERIM, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT, and revise the EXHIBIT A PROGRAM DESCRIPTION, the EXHIBIT B PAYMENT AND BILLING PROVISIONS, the EXHIBIT F BUSINESS ASSOCIATE AGREEMENT, the EXHIBIT G COST REIMBURSEMENT INVOICE FORM and EXHIBIT I REVENUE AND EXPENDITURE SUMMARY;

WHEREAS, the County and CONTRACTOR amended the AGREEMENT previously on February 28, 2014 via Amendment No. 2 and on October 3, 2013 via Amendment No. 1.

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

- 1. EXHIBIT A-3 PROGRAM DESCRIPTION replaces EXHIBITS A-2, A-1 and A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-3.
- 2. EXHIBIT B-3 PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-2, B-1 and B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-3.
- 3. EXHIBIT F-1 BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-1.
- 4. EXHIBIT G-3 COST REIMBURSEMENT INVOICE FORM replaces EXHIBITS G-2, G-1 and G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-3.
- 5. EXHIBIT I-2 REVENUE & EXPENDITURE SUMMARY replaces EXHIBITS I-1 and I. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT I-2.
- 6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 7. This AMENDMENT is effective July 1, 2014.
- 8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 25, 2013.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to Agreement A-12493 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
Ву:	Contracts/Purchasing Manager		INTERIM, INC.
Date:	Department Head (if applicable)	Ву:	(Signature of Chair, President, or Vice- President)* Barbara L. Mitchell, Exec. Direct
Date:	06-11-2014	Date:	Name and Title 5/29/14
Ву:	Board of Supervisors (if applicable)		
Date:			
Approve	d as to Form		\sim 1
Ву:	Douby Counsel	Ву:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date:	6/9/14		Pali Weeraselcor
Approve	d as to Fiscal Provisions		Name and Title
By:	Audit/fr/Controller	Date:	5/29/14
Date:	6914		
Approve	d as to Liability Provisions ³		
By:	Risk Management		
Date:			

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

EXHIBIT A-3 PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER:

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

II. SERVICES DESCRIPTIONS:

Program One: Short-Term Crisis Residence/Manzanita House

Type of Facility:

24-Hour Adult Crisis Residential

Address of Delivery Site:

200 Casentini Street, Salinas, CA 93907

Operation Schedule:

Provides residents twenty-four (24) hour care, seven (7) days a week. Intake shall be on a twenty-four (24) hour basis with all County referrals made by Monterey County Behavioral Health Bureau (MCBHB) Adult and TAY System of Care (ASOC &

TAYSOC) staff.

Limitation of Service:

Initially, consumers may receive up to seven (7) days of care.

Continued Stay Criteria:

Any extension of care beyond thirty (30) days requires

authorization from the Behavioral Health Director or his/her designee. No consumer may stay longer than ninety (90) days.

Total # of Beds

Available:

Fifteen (15)

A. Program Description

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

B. Program Goals

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

C. Admission Criteria

- 1. Financial Eligibility: Short-Doyle Medi-Cal eligible.
- 2. Referral through inpatient acute care units, crisis teams, and MCBHB Services Coordinators, with admission approved by Interim staff. Intake shall be on a twenty-four (24) hour basis, with all County referrals made by MCBHB Services Coordinator. Other Interim Supportive Housing program staff may refer directly to this program in the absence of an available MCBHB Services Coordinator. MCBHB Services Coordinator approval is required within seventy-two (72) hours of admission for all County referrals. Interim staff

shall assess all consumers for appropriateness to the level of care, compatibility with other residents, and safety.

- 3. Ambulatory adults 18 years of age and older with acute to moderate level of impairment but do not meet 5150 criteria that are under conservatorship or under voluntary terms.
- 4. Adults with DSM IV serious mental illness Diagnostic Categories including but not limited to:
 - Schizophrenia
 - · bipolar disorders
 - · schizoaffective disorders
 - mental health disorders that substantially interfere with the person's functional ability to carry out primary aspects of daily living in the community

D. Population of Focus/Facility Specialization

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

Program Two: Dual Diagnosis Program Residential/Day Treatment

Type of Facility:

24-Hour Adult Residential Treatment

Address of Delivery Site:

343 De La Vina St., Monterey, Ca. 93940

Operation Schedule:

Provides residents 24 hour care, 7 days a week. Intake will

be by pre-arranged appointments.

Program Schedule

Monday through Friday, over four (4) hours of therapeutic

groups offered per day.

Limitation of Service

Consumers residing in Bridge House may receive up to six

(6) months of residential care.

Continued Stay Criteria:

Any extension beyond the six (6) months requires

authorization by the Monterey County Behavioral Health

Bureau Director or his/her designee.

Total # of Beds Available:

Thirteen (13)

A. Program Descriptions

1. Residential

Interim, Inc. will operate a community-based person-centered, trauma-informed dual diagnosis residential program in accordance with State guidelines. Transitional residential services for individuals with dual diagnosis are defined as a non-institutional residential setting where consumers are supported in their efforts to stabilize their psychiatric symptoms while restoring, maintaining, and applying interpersonal and skill building techniques. Transitional residential

services programs shall provide a therapeutic/wellness and recovery community including a range of activities and services for consumers who would be at risk of hospitalization or other more restrictive living settings if they were not in a transitional residential program. This program is required to be licensed by, and meet all of the requirements of, the Department of Social Services Community Care Licensing Division.

2. Day Treatment

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

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

B. Program Goals

- 1. Residential Facility
- a. Interim, Inc. will provide thirteen (13) beds as an adult residential transitional facility, providing a stable, community-based wellness and recovery living situation in which residents may obtain benefit from supportive counseling that addresses both their mental health and substance abuse problems in a therapeutic community setting.
- b. Reduce the risk of re-hospitalization for dual diagnosed consumers able to live in the community and take part in wellness and recovery and substance abuse recovery programs in the general community.
- c. Transition dual diagnosed consumers from more restrictive levels of care to less restrictive levels of care, e.g., from Institute for Mental Disease (IMD) Short-term Crisis Program, residential care facility, or skilled nursing facility, to a satellite house, independent living, or to a board and care facility.
- d. Assist residents to acquire social/living skills by involving consumers in major roles in the functioning of the household with increasing levels of responsibility in both the resident and general community. Consumers shall have personal goals conducive to their

- achieving management of their psychiatric symptoms and greater self-sufficiency in the community.
- e. Assist consumers to obtain successful recovery from their chemical addictions so that, upon discharge from this transitional residential program, they are to maintain themselves clean and sober six (6) months or more in the community.
- f. Utilizing an adaptive twelve step and/or Dual Recovery model and a level of care system, the program will assist residents to develop their wellness and recovery skills and the community support needed to stay sober/drug free.
- g. Within thirty (30) days of admission and jointly with the consumer and the MCBHB Services Coordinator, evaluate the consumer's strengths, needs and resources and develop a written service/intervention plan specifying the consumer's personal milestones/goals and assistance needed to accomplish these wellness and recovery goals while in the program.
- h. Ensure complete written documents of case records as per State regulations and Medi-Cal documentation standards and submit to the MCBHB Services Coordinator all consumer records, which can be reviewed for approval of the medical necessity, quality and appropriateness of services. Also maintain consumer records within the regulations of Department of Social Services Community Care Licensing.
- i. Deliver all services in a culturally sensitive and competent manner.

2. Day Treatment

- a. The Bridge House Day Program will reduce the risk of re-hospitalization for dual diagnosed consumers able to live in the community and take part in programs in the general community.
- b. Provide over four (4) hours of structured therapeutic daytime activities (Monday through Friday) for the thirteen (13) consumers residing in the Bridge House Dual Diagnosis residential program.
- c. Provide consumers with the skills to maintain successful recovery from both mental illness and addiction so they may be able to maintain themselves in the community upon discharge from this program.
- d. Utilizing therapeutic groups and psychosocial modules and skill building, program staff will educate consumers regarding relapse and recovery issues and assist consumers to develop healthy support systems in the outside community.
- e. Within the first thirty (30) days of treatment, program staff will complete the initial intervention plan. The program will ensure that staff evaluates the consumer's strengths, needs and resources, and develops, with input from the consumer and the MCBHB Deputy Director or his/her designee, a written intervention plan specifying the consumer's service plan goals and the assistance needed to accomplish these goals while in the program. The plan will be also presented for the MCBHB Services Coordinator's authorization.
- f. Document all services in case records, per State regulations under the social rehabilitation option. Program staff will submit case records to the MCBHB Services Coordinator for review and approval of the medical necessity, quality and appropriateness of services.

- g. Link consumers with the community recovery support systems like twelve step and dual recovery programs. For those consumers in recovery, discharge plans will encourage personal sponsors to facilitate the consumer's re-entry into the community.
- h. Deliver all services in a culturally sensitive and competent manner.

C. Admission Criteria

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

D. Population of Focus

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

E. Reporting Requirements

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

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

Address of Delivery Sites

Housing Placements:

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

Supported Education:

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

based on consumer enrollment.

Program Schedule:

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

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

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

Limitation of Service:

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

defined by HUD regulations.

Target # of Consumers:

Community Housing: One hundred (100+) consumers

Shelter Cove: Thirty Six (36) consumers

Sandy Shores: Twenty-eight (28) consumers

A. Program Description

1. Case Management and Mental Health Services

Interim, Inc. will provide Short-Doyle Medi-Cal (SD/MC) case management, crisis intervention, and mental health services for residents in all the supported housing programs in accordance with state guidelines established under the rehabilitation option. A MCBHB Services Coordinator must approve these services. A licensed practitioner of the healing arts shall supervise all services. Case management services are activities provided by program staff to access/linkage to

psychiatric, medical, educational, social, vocational, rehabilitative, or other needed community services. This may include inter and intra-agency consultation, communication and referrals, as well as monitoring service delivery or consumers' progress. Mental health services are interventions designed to minimize mental disability and maximize the restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhancing self-sufficiency.

2. Community/Supportive Housing

- a. Interim, Inc. will provide a Supportive Housing Program, which provides 100+ housing placements for community independent living for chronically mentally disabled consumers. These placements are provided as individual apartments and/or cooperative group housing units. Interim shall obtain housing through purchase or lease agreements and then sublet or rent them to consumers who are enrolled in MCBHB services. Interim will work with the local housing authority to provide Section 8 housing subsidies for units when possible. Units are to be located in the Salinas Valley and on the Monterey Peninsula. In addition, administrative staff of Interim will work on the development of additional units to accommodate future growth.
- b. The Shelter Cove program will provide supported transitional housing for thirty-six (36) adults with a psychiatric disability and transition age youth age 18 and older who have mental health disorders that substantially interfere with their functional ability to carry out primary aspects of daily living in the community and who qualify as homeless under HUD guidelines. Consumers have a maximum length of stay of two (2) years. This program is primarily for individuals who are incapable of living completely independently and who need transitional affordable housing with support services in order to live successfully in the community. The program is designed to help individuals learn the skills necessary to move into more independent housing.
- c. The Sandy Shores program will provide twenty-eight (28) permanent housing beds in individual bedrooms for individuals with severe mental illness who are homeless according to HUD guidelines. Interim will provide case management, mental health and housing services in an effort to assist individuals to live in the community. These services will be coordinated with MCBHB Services Coordinators.

3. Supported Education Services

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

4. Workforce Education & Training (WET)

WET promotes successful employment of consumers and family members in the public mental health system in Monterey County. Interim, Inc. will provide employment and educational

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

5. Dual Recovery Services (MHSA)

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

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

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

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

County once per month. These dual recovery groups in South County are open to both clients who are served by MCBHB and clients who are not currently open to MCBHB.

B. Program Goals

- 1. Community/Supportive Housing Services Case Management and Mental Health Services
- a. To intervene as needed either directly or indirectly in assisting individuals with severe, persistent mental illness who reside in Interim, Inc., independent living program and utilize the MCBHB psychiatric services to function as independently as possible in the community.
- b. To monitor, coordinate and assist the resident in obtaining treatment, social services resources, and other available resources in the community.
- c. To assist consumers in achieving success according to their individual intervention plan developed jointly by the consumer, staff and the MCBHB Services Coordinator.
- d. To document in case records as per State regulations under the social rehabilitation option and submit consumer case records to the MCBHB Services Coordinator for authorization and approval of the medical necessity, quality and appropriateness of case management and rehabilitative mental health services.
- e. To document consumer information in case records which specific rehabilitation service provided, the date of service and the time spent providing services and the consumer's response to the intervention.
- f. To provide Short-Doyle/Medi-Cal reimbursable services, which include mental health services and case management/brokerage services.
- g. To provide management of the housing units.
- h. To maintain a ninety percent (90%) occupancy rate.
- i. To provide permanent housing in a supportive independent living situation for consumers enrolled in MCBHB services that have evidenced an ability to live independently with support services.
- j. To provide permanent housing at Rockrose Gardens with nine (9) of the twenty (20) units designated for consumers that are homeless or at risk of homelessness as per the MHSA Housing program requirements.
- 2. Shelter Cove & Sandy Shores Services
- a. To provide affordable, supported housing for adults who experience mental illness and are homeless due to their inability to secure suitable, supportive and affordable housing. There will be thirty-six (36) transitional residential units at Shelter Cove and twenty-eight (28) permanent housing residential units at Sandy Shores.
- b. To provide management of all the housing units.
- c. To offer dinner meal service for one hundred percent (100%) of the Shelter Cove residents each day of the week at no cost to residents.
- d. Shelter Cove will provide transitional housing in a supported independent living situation for consumers who have shown an inability to live independently without support services.

- e. Fifty percent (50%) of the individuals at Shelter Cove will move out to either Sandy Shores within their two (2) year transition period, to Community Housing or to independent living in the community.
- f. Staff will work with all individuals to assist with developing meaningful structured daytime activities either on site or in the community.
- g. Shelter Cove will provide daily groups, Monday through Friday, providing mental health services and independent living skills development.

3. Supported Education Services

- a. To increase and improve educational opportunities including access and retention to educational institutions for individuals with psychiatric disabilities.
- b. To enroll a minimum of twenty (20) psychiatrically disabled adults each semester in academic classes during the school year at Monterey Peninsula College, Hartnell College, CSU Monterey Bay, Adult School or ROP, etc. To assist other adults who enroll in summer classes.
- c. To provide counseling and support to individuals with psychiatric disabilities individually and in groups as well as to provide support even if consumers have not decided on a vocational goal.
- d. To assist consumers with pre-enrollment, enrollment and completing BOG waivers, financial aid applications, linkage to resources on campus (i.e. Supported Services, EOPS), obtaining accommodations identified as needed. Link clients to Supportive Service, Disabled Students Programs & Services, EOPS and Tutoring services on campus.
- e. Forty percent (40%) of the consumers in supported education who are attending educational classes will have education goals which are tied to a vocational plan e.g., developing skills necessary for paid employment or earning a certificate or degree.
- f. To provide supported educational services to consumers without educational plans. Staff will minimally meet with students without vocational plans once per year to discuss developing a plan.

4. Workforce Education & Training (WET)

- a. Provide up to ten (10) trainings per fiscal year on skill development areas such as social rehabilitation, Medi-Cal billing, work expectations (i.e. how to receive feedback on work performance) and peer counseling. Topics will be developed by utilizing input from consumers and supervisors.
- b. Provide two (2) support groups per month for vocational support of consumers and family members who are employed in the public mental health system.
- c. Provide individual job support to thirty (30) consumers. Services to be offered include job coaching, benefits counseling referrals, negotiation of reasonable accommodations and individual counseling.
- d. Attend Quarterly Meetings with Monterey County Behavioral WE&T Coordinator. The WE&T Coordinator shall convene quarterly meetings which will include community based organizations to discuss the implementation of the program, issues, evaluate services utilization and effectiveness, and make recommendations for program modifications; as well as a review of the number and percentage of eligible staff, consumers/family members

receiving skill development and job support services, attending support groups and trainings, and consumer satisfaction survey results.

5. Dual Recovery Services (DRS) (MHSA)

- a. Increase consumers' successful adjustment to community living after completion of the dual recovery residential program by reducing the relapse rate.
- b. Provide Rehabilitation/Relapse Prevention: social skills training and on-going support.
- c. Develop Wellness Recovery Action Plans and Dual Recovery Anonymous groups.
- d. Provide Symptom Management Support/Wellness Programs, understanding and dealing with the stresses of daily living, understanding what triggers psychiatric symptoms and the interplay of using/abusing of substances.
- e. Provide Education that includes: strategies for continued recovery of addiction, use of twelve step and dual recovery education programs, peer advocacy/counseling to maintain sobriety, and alcohol and drug education groups aimed at preventing relapse.
- f. Provide DRS Group Activities: Drug/Alcohol Education and Other Support Groups
 - 1) Provide one (1) drug and alcohol education groups in Salinas. The group will meet weekly for (1) one hour.
 - 2) Provide two WRAP (Wellness Recovery Action Plan) groups in two (2) communities (Monterey and Salinas). Each group will meet weekly for one (1) hour.
 - 3) Facilitate one (1) substance treatment graduate/alumni groups in Monterey. This group will meet weekly for one (1) hour.
 - 4) Provide one (1) Relapse Prevention group in Salinas. This group will meet weekly for one (1) hour.
 - 5) Provide one (1) "Back on Track" group in Salinas. This group will meet for six (6) sessions on a weekly basis for one (1) hour in duration. The group will be activated whenever two (2) or more individuals have relapsed and are in need of additional support.
 - 6) Provide two support groups for consumers in the South Monterey County region one day per week.

6. Outreach and Aftercare Services (SAMHSA Block Grant)

Provide Outreach and Support services as follows:

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

C. Admission Criteria

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

D. **Population of Focus**

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

Е. **Reporting Requirements**

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

Program Four: MCHOME Homeless Mentally Ill Adults Program

Type of Program:

Full Service Partnership model, services for adults with

mental illness who are homeless or at high risk of homelessness. Outreach and engagement, case management, mental health services, and supportive

housing.

Address of Delivery Site:

Countywide

Limitation of Service:

Homeless (and at high risk of homelessness) and Mentally

Ill consumers throughout Monterey County

Target # of Consumers MHSA: Fifty (50) Consumers

A. **Program Description**

The MCHOME program promotes the tenets of the "Full Service Partnership" (FSP) model required by the Mental Health Services Act funding which provides assessments, outreach, intensive case management services, mental health services, medication support and assistance with daily living skills in order for consumers to live self-sufficiently in the community. MCHOME is a collaborative program with MCBHB and other local homeless service providers. MCHOME Program provides outreach services for adults with a psychiatric disability who are homeless or at high risk of homelessness. The purpose of the program is to

assist adults with mental illness off the street into housing and employed and/or on benefits. Interim, Inc. works closely with MCBHB to help individuals who are not currently receiving services from the public behavioral healthcare system to obtain psychiatric medications and other needed medical services. The program also works closely with the Department of Social Services to help individuals to enroll in benefits, including SSI.

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

B. Program Goals

- 1. Reduce the number of homeless seriously mentally ill adults living on the streets in Monterey County.
- 2. Provide a "whatever it takes" intensive case management service approach to assist mentally ill individuals to gain support and live in community settings.
- 3. Coordinate services available to homeless mentally ill adults. The total number to be served is fifty (50) consumers (up to 23 are housed at Sunflower Gardens).
- 4. Assist in obtaining income or benefits to assist in stabilization in the community.
- 5. Provide or arrange for housing e.g., hotels, shelters, transitional housing and permanent housing for persons served in the MCHOME program using the following strategies:
 - a. Provide housing for up minimum of ten (10) consumers in transitional housing within Monterey County in addition to the permanent supportive housing and the transitional units at Sunflower Gardens in Salinas.
 - b. Refer other consumers to shelters, transitional housing and permanent housing i.e., assist in obtaining rent vouchers.
- 6. Improve the overall functioning of the community's service delivery system to homeless mentally ill adults i.e., easier access to available mental health services with the following expected outcomes:
 - Consumer satisfaction with the quality of services provided will be high.
 - Eighty percent (80%) of the residents will report a substantial improvement in quality of life as a result of the services received from entry point benchmark
 - Eighty percent (80%) of the MCHOME residents will receive assistance in completing housing applications if needed and when available i.e. Section 8, Rent Vouchers.
 - Participate in regular assessments of the level of care needed as part of a Full Service Partnership (FSP).

- 7. Provide case management and coordination or purchase of services, peer counseling, benefits counseling and applications i.e. Section 8. The expected outcomes will be as follows:
 - One hundred percent (100%) of the MCHOME residents in transitional and permanent housing will have one or more individualized mental health service plans utilizing strengths based approach to provide stability in community living.
 - Sixty-five percent (65%) of the residents living in MCHOME transitional housing will receive benefits or employment within the first year of housing.
- 8. Provide food, clothing, and other personal need items to help support community living.
- 9. Provide evaluation and referral to the following Interim, Inc. programs which may occur on an as-needed basis with the permission of the MCBHB Services Coordinator (for permanent housing a MCBHB Services Manager must grant approval):
 - Crisis residential treatment at Interim's Manzanita House
 - Dual Diagnosis residential treatment at Interim's Bridge House
 - Dual Diagnosis outreach, follow-up, engagement, peer support groups
 - · Transitional housing for homeless at Interim's Shelter Cove
 - Permanent housing for homeless in Interim housing in Salinas, Monterey and Marina
 - Supported Education and/or Employment Services at Interim's SEES program
- 10. Establish community partnerships with law enforcement, veterans' services, Probation, housing coalitions, city officials, businesses, etc. as well as engage in joint outreach to identify consumers for enrollment.

C. Reporting Requirements

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

Program Five: Intensive Supportive Housing Services - Lupine Gardens

Type of Program:

Intensive Supportive Housing Service – Full Service

Partnership (FSP)

Address of Delivery Site:

306 Soledad Street, Salinas

Limitation of Service:

Consumers must meet FSP eligibility criteria

Target # of Consumers:

Twenty (20) Adults

A. Program Description

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

B. Program Goals

- 1. Provide permanent housing for twenty (20) adults with psychiatric disabilities who are homeless or at risk of homelessness. Outcome: Sixty per cent (60%) of the individuals served will remain in permanent housing for at least one (1) year.
- 2. Provide intensive mental health and case management services including peer counseling, crisis intervention, and medication support. Assist consumers in arranging for optional meal service, house cleaning, and laundry services. Provide linkage and assessment. Provide transportation assistance as needed, while encouraging residents to use public transportation seeking the following consumer outcomes:
- Consumer satisfaction with the quality of services provided will be high.
 - Eighty per cent (80%) of the residents will report a substantial improvement in quality of life as a result of the services received at Lupine Gardens from entry point benchmark.
 - Forty per cent (40%) of the individuals will participate in various community programs, social support program, or peer operated wellness recovery program, i.e., Wellness Recovery Center, Our Friends, Dual Recovery resource groups.
- 3. Promote employment as important part of individual's wellness and recovery process. Outcome: Ten per cent (10%) of the residents will participate in vocational training, will be employed or will perform volunteer work.
- 4. Enhance each resident's self-sufficiency and independent living skills. Outcome: Twenty percent (20%) of the residents will require less intensive support services or will move to a more independent level of housing within 2 years.

C. Admission Criteria

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

D. Population of Focus

Adults with serious psychiatric disabilities.

E. Reporting Requirements

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

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

Type of Program:

A. Wellness & Recovery/Prevention & Early Intervention

B. Peer Navigator Services

Address of Delivery Sites:

1033 S. Main Street, Suite A, Salinas

608 Pearl St., Monterey

and Behavioral Health/Primary Care Integrated Clinic

locations in Salinas, Marina and King City

Program Schedule:

Monday through Friday, 11am to 4pm in Salinas

Monday through Friday, Noon to 5 p.m. in Monterey

Peer Navigator Services schedule to be confirmed prior to

each of the three (3) sites' opening.

Target # of Consumers:

A. Five hundred (500) unduplicated consumers and family

members annually

B. 100% of clients served in the Bienestar clinics will be

offered Peer Navigator services

A. Program Description

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

B. Interim, Inc. will collaborate with MCBHB in the implementation of the "Bienestar" project, which is placing primary care services in community mental health clinics operated by

MCBHB. Interim, Inc. will hire Peer Navigators who will provide activities that engage, educate and offer support to individuals, their family members, and caregivers in order to successfully connect them to culturally relevant health services. The Peer Navigators will assist in care coordination, provide prevention assistance (such as peer-to-peer smoking cessation) and help clients build skills needed to access primary care services. Research has shown that mental health peer programs significantly improve access to medical and mental health care, and that outcomes are improved in both areas. Peer Navigators will be consumers selected to have the combination of ability, experience, and commitment required to assist others. One of the primary selection criteria will be the mutual agreement that the consumer is sufficiently advanced in his/her recovery to be able to help others without experiencing negative effects. As clients make enough progress to transition back into mainstream primary care services, Peer Navigators will accompany them and provide support to make sure they are successful in accessing all the services they need.

Interim, Inc. has identified a qualified individual to serve as the Peer Navigator Team Leader and initial Peer Navigator. This individual will assist in the development of a curriculum that will be used to orient and train "Bienestar" Peer Navigators. A Psychiatric Social Worker on MCBHB's Quality Improvement team will collaborate with the Team Leader to provide training to all new Peer Navigators. The PSW will supervise the Peer Navigators while they are stationed in the MCBHB's community mental health clinic sites. Peer Navigators will provide services on a part-time basis according to a schedule developed by MCBHB in collaboration with Interim, Inc. The Peer Navigator team will reflect the racial/ethnic and linguistic diversity of the target population. As appropriate, Peer Navigators will be assigned to clients based on a good match of linguistic and cultural competence.

B. Program Goals: Wellness & Recovery/Prevention & Early Intervention

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

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

Program Goals: Peer Navigator Services

Peer Navigators assigned to the Bienestar project will:

- 1. Welcome new clients to the clinic and provide information regarding the services available from Peer Navigators in particular, and the clinic in general.
- 2. Assist the Care Coordinators and help clients transition to less intensive levels of care.
- 3. Help clients follow through on important health related tasks such as learning to manage medications; practicing communicating with primary care providers; accompany them and provide support and guidance to make sure they are comfortable and successful in accessing all the services they need; provide self-management supports to individuals and their families; and provide input on the peer and community perspective.
- 4. Function as coaches, helping clients improve their health outcomes by applying practical skills.
- 5. Conduct the peer oriented smoking cessation and other peer oriented wellness group activities such as healthy eating and exercise.
- 6. Provide peer-to-peer activities including referrals to other peer programs such as the OMNI Resource Center and Our Voices, as well as other wellness activities provided in the community such as walking groups.
- 7. Assist clients' in transition across settings. A particular emphasis is assisting clients' transition from the "Bienestar" clinic to mainstream community clinics. When clients' recovery has proceeded to the point that they can transition to less-intensive care—as determined by the whole team including the client—Peer Navigators will accompany them on their first visits to their new medical home to ensure they access care. The Peer Navigators will continue their assistance with visits as long as needed: no one will be left on their own to fall between the cracks.
- 8. Possess the proven capability serving the SMI target population, including its different racial/ethnic groups such as Latinos and African Americans.
- 9. Be offered opportunities to participate in local, regional, state and national trainings to become proficient in the strategies of Peer Navigation in the integrated behavioral health/primary care clinic setting, peer-led smoking cessation, and other evidence-based practices.

C. Reporting Requirements

Contractor will meet regularly with the designated MCBHB Services Manager(s) to monitor progress on consumer and project outcomes. Contractor will be required to report outcome data regularly to MCBHB according to the requirements as set forth by the federal Substance Abuse and Mental Health Administration (SAMHSA), State and County. MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by the SAMHSA, State and the MCBHB.

Program Seven: Creating New Choices "CNC"

Type of Program:

Supportive Housing

Address of Delivery Site:

439 Soledad St., Salinas

Limitation of Service:

Adult Mentally Ill Offenders

Target # of Consumers:

Four (4)

A. Program Description

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

B. Program Goals

- 1. Provide a stable supportive housing environment and a positive peer culture;
- 2. Use a FSP philosophy of "whatever it takes" to ensure consumers reside successfully in the community; and
- 3. Help to reduce the criminal recidivism rate amongst mentally ill offenders as well as assist consumers to integrate successfully back into the community.

C. Admission Criteria

- 1. Ambulatory adults 18 years of age and older with acute to moderate level of impairment but does not meet 5150 criteria.
- 2. Adults with DSM IV serious mental illness Diagnostic Categories including but not limited to:
 - Schizophrenia
 - bipolar disorders
 - schizoaffective disorders

- mental health disorders that substantially interfere with the person's ability to carry out primary aspects of daily living in the community.
- 3. Referral through MCBHB Forensic Services Team with admission approval by Interim staff. Priority will be given to CNC consumers for the beds at Soledad House. If a Soledad House bed is empty and the MCBHB team does not have CNC consumers to refer, the bed can be used by consumers receiving a level of service consistent with Community Housing.

D. Population of Focus

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

E. Reporting Requirements

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

Program Eight: Sunflower Gardens

Type of Program: Permanent Supportive Housing

15 Units (13 efficiency units and 2 shared units)

Transitional Housing (2 efficiency units)

Address of Delivery Site: 29 Sun Street, Salinas

Target # of Consumers: 23 individuals (See Exhibit H)

A. Program Description

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

services at a level consistent with Community Housing services. All billing for Sunflower (FSP or FSP Light) will remain under Sunflower Gardens.

B. Program Goals

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

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

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

The expected outcomes will be as follows:

- Sixty percent (60%) of Sunflower Garden residents will remain in permanent housing for at least one (1) year.
- Of the twenty-one (21) adults living at Sunflower Gardens, twenty percent (20%) will move after one year to Community Housing or other permanent housing in the community at large.
- Each resident's self sufficiency and independent living skills will be enhanced.
- Develop jobs and related job resources, work with SEES, Department of Rehabilitation, and assist consumers to find and keep employment, or other meaningful daytime activities with the following expected outcomes:
 - o Forty per cent (40%) of the residents will participate in various community programs, social support programs, or peer operated wellness recovery program, i.e., OMNI Resource Center, Our Voices, and Dual Recovery Services.

C. Tenancy Criteria

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

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

D. Population of Focus

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

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

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

E. Reporting Requirements

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

Program Nine: Chinatown Community Learning Center (though June 30, 2015)

Type of Program:

Community-based wellness and recovery services for adults who are currently homeless and who may also have serious mental illness and/or substance abuse disorders.

Address of Delivery Site:

20 Soledad Street, Salinas, CA

Target # of Consumers:

25 unduplicated consumers per month who are currently homeless.

Mental Health Services Agreement #A-12493 Interim, Inc. Amendment No. 3 FY 2014-15 through FY 2015-16

A. Program Description, Goals & Staffing

- 1. Operate the Chinatown Community Learning Center a minimum of four (4) days per week, five (5) hours per day.
- 2. Work collaboratively with the MCHOME program to assist two (2) mutual clients per month toward the completion of supporting documentation necessary to begin the SSI application process as defined by MCBHB.
- 3. Facilitate two (2) groups per week, employing a mental health/substance abuse focused evidence based practice, a skill building focus or a curriculum approved by Interim, Inc. and contract monitor. Groups can be rotated based on client need with approval of Interim Inc. contract monitor.
- 4. Provide assistance in applications for General Assistance, ViaCare, Medi-Cal or other health benefits, and/or Food Stamps for two (2) individuals with mental illness per month. Assistance shall include assisting individuals to obtain identification and income verifications. Assistance shall also include accompanying consumers to interviews, application appointments, hearings or other appointments necessary to procure benefits. When coordinating services with the MCHOME staff, copies of applications for benefits should be shared.
- 5. Provide access to the Chinatown Community Learning Center for a minimum of five (5) hours per week for use by Interim's MCHOME Program. Provide access to Chinatown Learning Center for a minimum of five (5) hours per week for a substance abuse prevention/treatment provider to provide counseling/support groups. Sub-Contractor is responsible for developing a method to insure staff has access.
- 6. Serve a minimum of twenty-five (25) unduplicated homeless clients/month.
- 7. Meet with Interim, Inc. contract monitor bi-monthly and provide monthly reports to contract monitor on contract goals.

B. Population of Focus

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

C. Reporting Requirements

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

Program Ten: Wesley Oaks

Type of Program:

Permanent Supportive Housing - 4 Units

Target # of Consumers:

4

A. Program Description

Clients identified for the Wesley Oaks Home permanent housing program will be single adults with serious mental illness who are homeless or at risk of homelessness as defined under the Mental Health Services Act (MHSA) Housing Program.

The primary mission of the Wesley Oaks Home services is to support the tenant in attaining and maintaining residency and in achieving wellness and recovery. This is achieved by assisting the tenant achieve stability and recovery through a wide variety of supportive services. Services are available to all residents, although participation is voluntary.

A team, including staff reflecting the ethnic and cultural diversity of tenants, will provide services. The team will include a case manager from Interim, Inc. and a case coordinator (a Psychiatric Social Worker) provided by MCBHB. A psychiatrist will be available as needed depending on each individual's psychiatric needs and will be an employee of MCBHB. This team will work in collaboration with Monterey County System of Care partners including the Department of Social Services, the California Department of Rehabilitation and local educational partners, such as Hartnell Community College.

B. Program Goals

While all services will be voluntary, a range of mental health services will be offered and provided to all tenants. The complete supportive services program will include the "whatever- ittakes approach" with a major focus in helping residents to be successful in housing by helping them to meet the terms of their leases, and will include but not be limited to: assessment and evaluation assistance in accessing benefits: individual goal and service planning; case skills development; management; independent living transportation assistance; money management and financial education; emergency assistance with food and clothing; assistance other healthcare services including dental, medical and vision: medication education and support, supportive employment and education services; crisis intervention; dual diagnosis treatment and support for residents who have drug and alcohol disorders as well as psychiatric disabilities. Other support services include recreational and social activities, including regular community outings. Details of the services to be provided are outlined in the Wesley Oaks Supportive Services Plan (See Exhibit K).

Interim, Inc. and MCBHB staff will work together, with input from the residents, to create a welcoming community, promoting the values of the wellness recovery principles of the MHSA in a culturally competent, recovery-based model for the population of focus. This will include psychosocial and psychiatric rehabilitation services that help create a blended residential program with the adult and older adult populations and increase the consumer's network of support, e.g. assist consumers with reconnecting with family members.

C. Tenancy Criteria

The Tenant Selection Plan and any wait list for the Wesley Oak Home will comply with fair housing laws and regulations.

Potential tenants for the four (4) permanent MHSA-units must be referred to Wesley Oaks through Interim, Inc.'s MCHOME Program. Interim Inc. will provide the outreach for the project, targeting persons with mental illness who are homeless and served through MCHOME. MCHOME will accept referrals from MCBHB. MCBHB will include the Transition Age Youth Avanza FSP program participants as potential referrals to Wesley Oaks. The Monterey County Behavioral Health Director or his/her designee will certify that the applicant has a qualifying psychiatric disability and will certify the applicant's status as homeless or at-risk of homelessness. Interim, Inc. will then work with the applicant to obtain all information necessary for property owner to determine eligibility for housing units and make referrals to the Property Manager of the Wesley Oaks Home.

D. Population of Focus

The population of focus includes single individuals age 18 and older who are homeless or are at risk of homelessness with psychiatric disabilities as defined in Welfare and Institutions Code Section 5600.3 (b) (1), et. Seq. The term "Homeless" means living on the streets, or lacking a fixed, regular, and adequate night-time residence which includes shelters, motels and living situations in which the individual has no tenant rights. Some examples of individuals who are at risk of homelessness may include, but are not limited to the following:

- Individuals discharged from institutional settings;
- Hospitals, psychiatric health facilities, skilled nursing facilities, mental health rehabilitation centers, crisis and transitional residential settings;
- Crisis and transitional residential settings;
- Local city or county jails;
- TAY (ages 18 thru 25) (as defined In Welfare and Institutions Code Section 5847(c) and in Title 9 California Code of Regulations, Section 3200.080) exiting the child welfare or juvenile justice systems;
- Those individuals who have been assessed and are receiving services at MCBHB and who have been deemed to be at imminent risk of homelessness, as certified by the Monterey County Behavioral Health Director or his/her designee.

E. Reporting Requirements

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

Program Eleven: National Alliance on Mental Illness (NAMI) MONTEREY COUNTY

Type of Program:

Family Self-Help Support and Advocacy

Address of Delivery Sites:

550 Camino El Estero, Monterey

339 Pajaro St., Salinas

Operation Schedule:

Phone Support a minimum of four (4) days/week. Scheduled individual support and self-help groups.

A. Program Description

NAMI-MC is a non-profit support and advocacy organization of consumers, families, and friends of people with severe mental illness, such as schizophrenic, schizoaffective disorder, major depression, bipolar disorder, obsessive compulsive disorder, and anxiety disorders. NAMI-MC is affiliated with NAMI California and NAMI National. NAMI-MC offers individual and group support, family-to family, advocacy, public education, and hope for families and their loved ones living with mental illness. NAMI-MC's staff and volunteers educate the community regarding the needs and challenges of individuals with mental illness in order to reduce stigma and improve client's quality of life. Interim is the operating agent for NAMI-MC. Employees are selected by NAMI-MC in conjunction with Interim and hired as employees of Interim to fulfill the NAMI-MC programs and mission.

B. Program Goals

- 1. Deliver all services in a culturally sensitive and competent manner.
- 2. Provide phone and one-on-one support to family members who are frequently in distress and in need of information.
- 3. Distribute resource materials on mental illness.
- 4. Publish quarterly newsletters and organize public presentations.
- 5. Facilitate three (3) 12-week "Family to Family" education courses annually for family members and care providers of adults living with mental illness.
- 6. Facilitate two (2) "Provider Education" presentations (12 hours of in-service training) to mental health professionals to encourage sensitivity in regards to mental illness.
- 7. Facilitate twice per month "NAMI Connection Recovery Support Group" program for adults with a mental illness and family members.
- 8. Reach out to community groups, health care providers and the legal system to spread awareness and reduce stigma.
- 9. Provide outreach, education and support services to the underserved and unserved Latino family members with a mentally ill loved one.

C. Admission Criteria

Services are free of charge. All family members and care providers of adults living with serious mental illness is the target population. No referrals are required; accepts self-referral.

D. Reporting Requirements

An Interim Inc. manager will meet regularly with the Family Outreach Coordinators to monitor progress on family and project outcomes. The Family Outreach Coordinator will be required to report outcome data on a quarterly and annual basis to Interim, Inc. to ensure they are meeting their goals and outcomes. Contractor will meet regularly with the designated MCBHB Services Manager to monitor progress on project outcomes.

EXHIBIT B-3:

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rate and Cash Flow Advance (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-3 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA)

Case Management and Mental Health Services shall be paid at the COUNTY Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-3.

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The following program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$16,470,154 for FY 2013-14 through FY 2015-16 as follows:

Service Description	Mode of Service	Service Function Code	FY 2013-14 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2013-14	
Adult Crisis Residential	5	40-49	4,714		320.32	\$	1,452,208
Bridge House: Residential	10	65-79	4,365		162.91	\$	691,371
Bridge House: Day Rehab.	15	95-99	2,746		107.78	\$	295,975
Dual Danasana CM & MIIC	1.5	01-09	110 602	CM	2.12	d.	224 712
Dual Recovery - CM & MHS	15	10-19	119,603	MHS	2.74	\$	324,713
Community Housing CM & MIIC	15	01-09	+ 217.778⊢	СМ	2.12	\$	596,713
Community Housing - CM & MHS	15	10-19		MHS	2.74		390,/13
Shelter Cove - CM & MHS	15	01-09	233,332	СМ	2.12	\$	639,329
Sheller Cove - Civi & IVINS	15	10-19		MHS	2.74		039,329
Sandy Shares CM & MIIS	15	01-09	100,728	CM	2.12	\$	275,994
Sandy Shores - CM & MHS	13	10-19	100,728	MHS	2.74	Ф	213,994
SEES - CM & MHS	15	01-09	37,211	CM	2.12	\$	101,959
SEES - CW & WHS	13	10-19	37,211	MHS	2.74	Ф	101,939
McHome - CM & MHS	15	01-09	126,989	CM	2.12	\$	347,949
Menome - CM & MHS	1.5	10-19		MHS	2.74		347,949
Sunflower Gardens - CM & MHS	15	01-09	89,058	CM	2.12	\$	244,018
Sufficient Gardens - CM & MHS	15	10-19	09,030	MHS	2.74		244,010
Lupine Gardens - CM & MHS	15	01-09	99,750	CM	2.12	\$	272 215
Lupine Gardens - Civi & Iviris	13	10-19		MHS	2.74		273,315
Soledad/CNC - CM & MHS	15	01-09	51,499	CM	2.12	\$	141,106
Soledad/Cive - Civi & IVIFIS	13	10-19		MHS	2.74		141,100
			To	tal FY	Z 2013-14	\$	5,384,650

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Service Description	Mode of Service	Service Function Code	FY 2014-15 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2014-15					
Adult Crisis Residential	5	40-49	4,714	332.45		332.45		332.45		\$	1,567,185
Bridge House: Residential	10	65-79	4,374	167.28		167.28		\$	731,677		
Bridge House: Day Rehab.	15	95-99	2,746		114.01	\$	313,059				
Dual Recovery - CM & MHS	15	01-09	139,068	CM	2.12	\$	393,466				
Dual Recovery - Civi & IVIHS	13	10-19	139,000	MHS	2.74	Φ	373,400				
Community Housing - CM & MHS	15	01-09	214,531	СМ	2.12	\$	606,973				
Community Flousing - Civi & IVII IS	1.5	10-19	214,551	MHS	2.74		000,273				
Shelter Cove - CM & MHS	15	01-09	232,999	CM	2.12	\$	659,225				
Sheller Cove - Civi & Iviris	1.5	10-19	232,377	MHS	2.74		007,220				
Sandy Shores - CM & MHS	15	01-09	100,100	CM	283214	\$	283,214				
Sandy Shores - Civi & IVII IS	15	10-19	100,100	MHS 2.74	<u> </u>	203,211					
SEES - CM & MHS	15	01-09	43,505	CM	2.12	\$	123,088				
SEES CHI & WITIS	15	10-19	15,505	MHS	2.74						
McHome - CM & MHS	15	01-09	136,773		2.12	\$	386,973				
	+	10-19		MHS	2.74						
Sunflower Gardens - CM & MHS	15	01-09	80,018	СМ	2.12	\$	226,395				
		10-19		MHS	2.74						
Lupine Gardens - CM & MHS	15	01-09	104,429	CM	2.12	\$	295,46 1				
•		10-19		MHS	2.74						
Soledad/CNC - CM & MHS	15	01-09	46,035	CM	2.12	\$	130,246				
		10-19		MHS	2.74						
Rockrose Gardens - CM & MHS	15	10-19	38,662	CM MHS	2.12 2.74	\$	109,386				
			To	tal FY	/ 2014-15	\$	5,826,348				

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Service Description	Mode of Service	Service Function Code	FY 2015-16 Units Of Service (est.)	CMA Rate per Unit of Service (\$)		Estimated Total FY 2015-16	
Adult Crisis Residential	5	40-49	4,186		320.32		1,351,446
Bridge House: Residential	10	65-79	4,365		162.91	\$	691,371
Bridge House: Day Rehab.	15	95-99	2,402		107.78	\$	295,975
Duel Becovery CM & MIC	15	01-09	109,482	CM	2.12	•	200.091
Dual Recovery - CM & MHS	15	10-19	109,482	MHS	2.74	\$	299,981
Community Housing - CM & MHS	15	01-09	217,778	CM	2.12	\$	596,713
Community Housing - CM & MHS	13	10-19	217,776	MHS	2.74		
Shelter Cove - CM & MHS	15	01-09	233,332	CM	2.12	\$	639,329
Sherrer Cove - CW & WIFIS	13	10-19		MHS	2.74		039,329
Sandy Shores - CM & MHS	15	01-09	100,728	CM	2.12	\$	275,994
Sandy Shores - Civi & IVIIIS	13	10-19	100,728	MHS	2,74		213,994
SEES - CM & MHS	15	01-09	37,211	CM	2.12	œ.	101,959
SEES - CW & WHS	13	10-19	37,211	MHS	2.74	\$	101,939
McHome - CM & MHS	15	01-09	126,989	СМ	2.12	\s	347,949
Menonie - CW & WHS	13	10-19	120,969	MHS	2.74	Ф	347,949
Sunflower Gardens - CM & MHS	15	01-09	89,058	СМ	2.12	\$	244,018
Sufficient Gardens - Civi & IVIAS	13	10-19	89,038	MHS	2.74		
Luning Cardona CM & MIIC	15	01-09	00.750	CM	2.12	\$	272 215
Lupine Gardens - CM & MHS	13	10-19	99,750	MHS	2.74		273,315
Soledad/CNC - CM & MHS	15	01-09	51,499	СМ	2.12	\$	141 106
SOIGUAU/CINC - CIVI & IVITIS	15	10-19		MHS	2.74		141,106
			To	tal FY	7 2015-16	\$	5,259,156

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B. CASH FLOW ADVANCE

Board & Care and other housing supports, dual recovery, homeless outreach, and peer-led wellness and recovery programs that provide non-Medi-Cal billable services shall be paid as Cash Flow Advances for a total maximum of § 5,633,520 for FY 2013-14 through FY 2015-16 as follows:

Service Description	Mode of Service	Service Function Code	Y 2013-14 Amount
Adult Crisis: Board & Care	60	40-49	\$ 103,058
Bridge House: Board & Care	60	40-49	\$ 24,530
SAMHSA Support – Dual Diagnosis	60	78	\$ 98,931
Dual Recovery Services	60	70	\$ 12,686
Community Housing: Housing	60	70	\$ 155,677
Shelter Cove: Housing	60	70	\$ 208,013
Sandy Shores: Housing	60	70	\$ 94,206
SEES: Non-Medi-Cal	60	70	\$ 20,331
WET: Non-Medi-Cal	60	70	\$ 71,153
McHome: Non-Medi-Cal/MHSA	60	70	\$ 288,551
McHome: Non-Medi-Cal/PATH	60	70	\$ 91,888
OMNI Resource Center	60	70	\$ 428,499
Our Voices	60	70	\$ 93,547
Soledad/CNC: Housing	60	70	\$ 34,015
Chinatown Community Learning Center	60	70	\$ 80,477
Wesley Oaks	60	70	\$ 54,107
Total			\$ 1,859,669

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Service Description	Mode of Service	Service Function Code	Y 2014-15 Amount
Adult Crisis: Board & Care	60	40-49	\$ 91,714
Bridge House: Board & Care	60	40-49	\$ 30,247
SAMHSA Support – Dual Diagnosis	60	78	\$ 109,628
Dual Recovery Services	60	70	\$ 18,913
Community Housing: Housing	60	70	\$ 148,020
Shelter Cove: Housing	60	70	\$ 207,740
Sandy Shores: Housing	60	70	\$ 102,197
SEES: Non-Medi-Cal	60	70	\$ 109,534
McHome: Non-Medi-Cal/MHSA	60	70	\$ 291,907
McHome: Non-Medi-Cal/PATH	60	70	\$ 94,914
Wesley Oaks: Board & Care	60	70	\$ 108,214
OMNI Resource Center	60	70	\$ 532,179
Our Voices	60	70	\$ 100,261
Soledad/CNC: Housing	60	70	\$ 26,638
Chinatown Community Learning Center	60	70	\$ 88,660
NAMI Outreach	60	70	\$ 58,000
Total			\$ 2,118,766

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

IV. PAYMENT CONDITIONS

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-3, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-3, Section V.

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

allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G-3, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G-3, 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 \$22,103,674 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2013 – June 30, 2014	\$7,244,319
July 1, 2014 – June 30, 2015	\$7,945,114
July 1, 2015 – June 30, 2016	\$6,914,241
TOTAL MAXIMUM LIABILITY	\$22,103,674

- 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.

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Revenue & Expenditure Summary provided in Exhibit I. Only the costs listed in Exhibit I of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. <u>Cost Control</u>: CONTRACTOR shall not exceed by more than twenty (20%) percent or \$5,000, whichever is greater, any contract expense line item amount in the "Revenue and Expenditure Summary" budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit I, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. <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.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

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

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

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

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

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

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

from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit J, Section V (Method of Payments for Amounts Due to County) of this Agreement.

- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-2, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit J, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

EXHIBIT F-1:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 1, 2014 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Interim, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

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 <u>USES AND DISCLOSURES OF PHI</u>

- 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 five (5) business 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) upon twenty (20) business days' prior written request, 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's compliance with the Privacy Rule;
- (f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business 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) business 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 <u>Section 4.4</u> below, return to Covered Entity within twenty-one (21) business 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 twenty (20) business 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 twenty (20) business 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) business 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; and

(l) 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 five (5) business 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) business 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. <u>MISCELLANEOUS</u>

- 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 Amendments; Waiver. 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 No Third Party Beneficiaries. 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:

Barbara Mitchell, M.S.W. Executive Director P.O. Box 3222 Monterey, CA 93942 Tele: (831) 649-4522 FAX: (831) 649-1581

If to Covered Entity, to:

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

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.
- 5.7 <u>Indemnification</u>. The parties agree that Section XI of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

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.

[INTERIM, INC.]	[COUNTY OF MONTEREY]
By: Dul J. Middle	Ву:
Print Name: Barbara L. Mitchell	Print Name: Ray Bullick
Print Title: Exec. Director	Print Title: Divector of HEALTH
Date: 5/29/14	Date: 06-11-2-014

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Mental Health Services Agreement #A-12493 Interim, Inc. Amendment No. 3 FY 2014-15 through FY 2015-16

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		Contractor : Interim, Inc Sandy Shores CMMHServices	P.O. Box 3222	Monterey, CA95		Fax No.: (831) 649-1581	July 1, 2013 - Jur	Mental Health So	Mode of Service (Reporting Unit)	15(CPASOC)	5(CPASOC)		ded above is, to	proved for servi	eatheadress				MCHDBHFinance@co.monterey.ca.us		
		Contractor :	Address Line 1 P.O. Box 3222	Address Line 2 Monterey, CA 93942	Tel. No.:	Fax No.:	Contract Term: July 1, 2013 - June 30, 2016	BH Division : Mental Health Services	 Service Description	SS: Cæe Management	SS: Mental Health Services	TOTALS	loatify that the information provided above is, to the best of my knowledge, complete and accurate, the amount requested for reimbursement is	in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those	dams are maintained in our office at the address indicated	Signature	Tite		Send for		

			%of Total Contract Amount				
			Dollar Amount Remaining				<u> </u>
			Dollar Amount Requested to Date				'
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	cation & Eur		Procedur e Code	38.43	of my knowler ided under th		o.montere
	noated Edu	e 30. 2016 rvices	S-7-	2	to the best of services provides indicated		лапсе@с
	Interim. Inc Sunnorted Education & Etunloyment Services a k.a. SEES. P.O. Bax 3222 Manterey. CA 93942	Fax No.: [831] 649-1581 Antract Term: July I 2013 - June 30. 2 BH Division: Menal Feath Services	Mode of Service (Reporting Unit)	5 (27832) 5 (27832)	provided above is act approved for s office at the addin		MCHDBHFinance@co.monterey.ca.us
	Contractor: Interim IncSuppo Address Line IP.O. Box 2222 Address Line 2 Menterev CA3942 Tel. No.: 1	Fax No.: [83]) 649-1581 Contract Term: July 1 2013 - June 39, 2016 BH Division: Mental Fealth Services	Service Description	CaseManagement Mental Health Services TOTALS	l ostify that the information provided above is, to the best of my knowledge, complete and accurate, the amount requested for reimbursement is accordance with the contract, approved for services provided under the provision of that contract. Full justification and backup records for the claims are maintained in our office at the address indicated.	Signature. Tiffe.	, , ,
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	Company of the Transfer of the New York	O. Box 3222.	finiterev. CA 93942		831) 649-1581	Contract Term: July 1 2013 - June 30, 2016	BH Division : Mental Health Services	Mode of Service (Reporting Unit) 5 (BXASOCESP)	
		Address Line 1 P.O. Box 3222	Address Line 2 Minterey, CA 93942	Tel. No.:	Fax No.: (831) 649-1581	Contract Term:	Alt: noision .	Service Description (CzeWaragement	TOTALS

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

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Signature:	Tite.	MCHDBHFinance@co.monterey.ca.us	
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	lunflower Ga 3992	une 30, 2016 Services	SFC	Đ¥	Ц	above is, to the ded for service the address in			Finance@	
	interim. Inc. – Sunflower Gardens 1 P.O. Box 3272 Menterey. CA 93942	Tel. No.: Fax No.: [831] 649-1581 Sontract Term: July 1.2013 - June 30. 2 BH Division: Mental Health Services	Made of Service (Reporting Unit)	15 (COASOC)		ration provided a econtract approvi	ne	Het	MCHDBHFinance@co.monterey.ca.us	_
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BH Division:	BH Division : Mental Health Services	y ₂										BHControl Number	rol Number			
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Service Description	Made of Service (Reporting Unit)	SFC	Proced Life Code	Rate of Reimburse ment per Unit	Total Contract ed UOS	UOS Deliver ed this Period	Total UOS Delivere d as of Last Period	UCS Delivered to Date	% Delivered to Date of Contracted UOS	%d Remaining Remaining Deliverables Deliverables S	%of Remaining Deliverable s	Total FY 2014-15 Contract Amount	Dollar Amount Request ed this Period	Dollar Amount Requested to Date	Dolar Amount Remaining	%of Total Confract Amount
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Mental Health Services	f (BYASOOFSP)	45	88	274												
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		Contractor : In	ddress Line 1 P.O. Box 3222	ddress Line 2 Manterey, CA 93942	Tel. No.:	Fax No.: (831) 649-1581	ontract Term: July 1, 20B - June 30, 2016	BH Division : Mental Health Services		Service Description	Mental Health Services	Just 1	TOTALS	loatify that the inf	in accordence with the contract approved for services provided under the provision of that contract. Full justification and back	dams are mantained in our office at the address indicated.	Signature		E E		L	_

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Contract Term:	Contract Term: July 1 2013- June 30 2	2016				Final Inve	Final Invoice : (Check if Yes)
BH Division	BH Division : Mental Health Services						BHControl Number
Service Description	Mode of Service (Reporting Unit)	Total FY 2014-15 Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount	
Adult Crisis Residential Board & Care	60(ASOCIVIZ)	91,714					
Bridge Residential Board & Care	60(63ASOCRES)	30,247					
SAMI-ISA Support Dual Diagnosis	60 (G3MHSASD)	829/60					
Dual Recovery/Affercare	60(fbd)	18,918					
Housing Portion: Community Housing	60(Various)	020/8#					
Housing Portion: Shetter Cove	60(86ASOC)	207,740					
Housing Portion: Sandy Shores	ex(CPASOC)	12, 197					
SEES: Non-MediCal	60(fbd)	109,534					
MCHOME - OutreschMHSA	®(BXASOCFSP)	291907					
OWN Resource Center	Saista autore 60	532,179					
Our Voices	60	100,261					
Housing Portion: Soledad/CNC	60(B9ASOC)	25,638					
Chinatown Comm. Learning Center	60	88,660					
Wesley Oaks	60	108,214					
NAMI Outreach	80	28,000					
TOTALS		2,118,766					
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Behavioral Health Authorization for Payment
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Date:

Mental Health Services Agreement #A-12493 Interim, Inc. Amendment No. 3 FY 2014-15 through FY 2015-16

Interim, Inc.

REVENUE AND EXPENDITURE SUMMARY

For Monterey County - Behavioral Health

PROGRAMS: AVATAR Program Mode and Service Function Code Address: Unduplicated Number of Clients Served:

	Actu	al FY 2012-13	Budget FY 2013-14	BUDGET FY 2014-15
A. PROGRAM REVENUES			_	
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Short-Doyle/FFP	\$	2,555,566	\$ 2,692,326	\$ 2,913,174
Realignment		1,945,728	2,026,775	2,142,211
MHSA - CSS		609,838	665,551	770,964
MHSA - PEI			-	
Cash Flow Advances				
Realignment		503,068	757,444	778,112
MHSA - CSS		400,967	486,902	614,938
MHSA - PEI		444,190	522,046	632,440
SAMHSA Block Grant		93,276	93,276	93,276
Use of Deferred Revenue, if any		87,239	-	-
Total Requested Monterey County Funds		6,639,872	7,244,319	7,945,114
Other Program Revenues		2,612,781	1,172,757	1,212,483
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		9,252,653	8,417,076	9,157,597

B. <u>ALLOWABLE PROGRAM EXPEPENDITURES</u> (Allowable Expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in Section ___ and ___ of the Agreement. Expenditures should be reported within the cost categories listed below.)

Pro	gram Expenditures			
2	Salaries and wages	3,823,831	4,201,745	4,646,2
3	Payrofl taxes	286,022	323,331	355,3
4	Employee benefits	627,442	539,807	728,2
5	Workers Compensation	269,686	253,492	314,3
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	-	-	-
7	Temporary Staffing	17,388	-	-
8	Flexible Client Spending (please provide supporting documen	253,964	318,012	319,3
9	Client Transportation Costs and staff mileage	64,614	66,375	73,8
10	Employee Travel and Conference	36,922	-	
	Staff Training	<u>-</u>	59,400	57,2
	Communication Costs	66,060	63,519	72,2
	Utilities	151,841	150,644	181,3
14	Cleaning and Janitorial	74,941	69,950	66,3
	Insurance and Indemnity	105,604	124,444	123,8
16	Maintenance and Repairs - Buildings	128,655	90,304	101,4
17	Maintenance and Repairs - Equipment	1,026	15,765	6,3
18	Printing and Publications	16,469	20,932	26,1
19	Memberships, Subscriptions and Dues	12,034	13,150	14,5
20	Office Supplies	63,230	65,895	79,7
21	Postage and Mailing	4,890	10,079	8,2
22	Legal Services (when required for the administration of the County Programs)	20,032	118,378	50,3
	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	34,341	36,897	39,4

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ļ		Actual FY 2012-13	Budget FY 2013-14	BUDGET FY 2014-15
	Professional and Consultant Services (allowable with pecific approval from Monterey County)	166,747	90,472	183,513
25 Rent a	nd Leases - building and improvements	137,932	191,153	133,981
26 Rent ar	nd Leases - equipment	-		_
27 Taxes	and assesments	13,257	15,195	18,344
28 Interest	t in Bonds	-	-	-
29 Interest	t in Other Long-term debts	-	-	-
30 Other in	nterest and finance charges	79,692	35,925	80,434
Advertis 31 procure	sing (for recruitment of program personnel, ement of services and disposal of surplus assets)	7,820	15,200	15,900
32 Miscella	aneous (please provide details)	7,267	6,753	7,385
33 Total P	rogram Expenditures	6,471,707	6,896,817	7,704,201
34 Administ	rative Expenditures			
Salaries 35 adminis	s and wages (please include personnel and contract stration)	555,986	602,575	623,381
_ 36 Payroll	taxes	38,308		46,409
37 Employ	ee benefits	129,119		115,091
38 Workers	s Compensation	6,401	5,911	7,041
agreem:	nce Pay (if required by law, employer-employee ent or established written policy or associated with s loss of funding)	_		-
40 Transpo	ortation, Travel, Training and Conferences	2,765	8,561	8,629
41 Data Pro	ocessing	12,203	12,753	12,858
42 Utilities		3,753	4,797	4,837
43 Cleanin	g and Janitorial	4,004	6,694	6,750
44 Insuranc	ce and Indemnity	3,389	5,011	4,455
45 Mainten	ance and Repairs - Buildings	1,397	2,841	2,864
46 Mainten	ance and Repairs - Equipment		135	138
47 Member	ships, Subscriptions and Dues	919	2,727	2,751
48 Office S	upplies	34,643	48,196	44,793
49 Postage	and Mailing	1,529	4,380	6,031
Legal Se 50 County (ervices (when required for the administration of the Programs)	2,453	27,282	26,091
	rofessional and Specialized Services (allowable with acific approval from Monterey County)	33,411	49,149	17,263
52 Rent and	d Leases - building and improvements	38,232	38,516	37,593
53 Rent and	d Leases - equipment			-
54 Taxes a	nd assesments	4,450	5,312	5,354
65 Interest i	in Bonds	-	<u>-</u>	-
56 Interest i	in Other Long-term debts		· <u>-</u>	- <u>-</u>
57 Other int	terest and finance charges	14,305	7,354	7,417
Advertisi 58 of servic	ing (for recruitment of admin personnel, procurement es and disposel of surplus assets)	874	939	949
59 Miscellar	neous (please provide details)	3,883	6,467	2,750
60 Total Ad	dministrative Expenditures	892,024	1,089,693	983,445
61 Deprecia	ation Expense	447,125	430,566	469,951
62 Total Allo	wable Program Expenditures	\$ 7,810,856	\$ 8,417,076	\$ 9,157,597

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceableto (Name of Provider) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federat, 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.