



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

#### Agreement No.: A-13307

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of Health or Assistant Director of Health to execute a three (3) year Mental Health Services Agreement with Benjamin Macasaet dba New Horizon II Adult Residential Facility in Salinas, CA for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in the amount of \$114,063 for Fiscal Year (FY) 2016-17, \$114,063 for FY 2017-18, and \$114,063 for FY 2018-19, for a total Agreement amount not to exceed \$342,189, retroactive to July 1, 2016 through June 30, 2019; and
- b. Approved and authorized the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$34,219) of the original Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 27th day of September 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on September 27, 2016.

Dated: September 30, 2016  
File ID: A 16-293

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT A-13307  
BY AND BETWEEN  
COUNTY OF MONTEREY AND BENJAMIN MACASAET dba NEW HORIZON II  
ADULT RESIDENTIAL FACILITY

**THIS AMENDMENT NO. 1** is made to AGREEMENT A-13307 for the provision of residential services to adults with severe psychiatric disabilities in an adult residential care facility by and between **BENJAMIN MACASAET dba NEW HORIZON II** hereinafter "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

**WHEREAS**, the COUNTY entered into three-year Mental Health Services Agreement No. A-13307 with Benjamin Macasaet dba New Horizon II in the amount of \$342,189 for the term of July 1, 2016 through June 30, 2019 for the provision of Board and Care services for Monterey County adult residents with severe psychiatric disabilities; and

**WHEREAS**, the COUNTY and CONTRACTOR request a no-extension Amendment No. 1 to Agreement No. A-13307 to increase the Board and Care patch by 20% to align with cost of living adjusted rates currently being offered by COUNTY to other local Board and Care providers, for the last fifteen months of the current three-year Agreement, and to add an Enhanced Services supplemental patch for one patient, increasing the total amount of the Agreement by 8.7% for the same full term of July 1, 2016 through June 30, 2019 as follows:

1. Increase the total contract amount payable by COUNTY to CONTRACTOR by \$29,634 (\$3,172 for FY 2017-18 and \$26,462 for FY 2018-19) for a new maximum COUNTY obligation of \$371,823.

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

1. EXHIBIT A-1: PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. 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.
4. This Amendment No. 1 is effective April 1, 2018.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the COUNTY on September 27, 2016.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: SV for \_\_\_\_\_  
Department Head (if applicable)

Date: 05/10/2018

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By: Deputy Stacy Paello \_\_\_\_\_  
County Council

Date: 5/2/18

Approved as to Fiscal Provisions <sup>2</sup>

By: [Signature] \_\_\_\_\_  
Auditor/Controller's Office

Date: 5-4-18

Approved as to Liability Provisions <sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

**BENJAMIN MACASAET DBA NEW  
HORIZON II ARE**

Contractor's Business Name \*

By: [Signature] \_\_\_\_\_  
(Signature of Chair, President,  
or Vice-President) \*

Name and Title

Date: 4-1-18

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

JOSE MARI M. VIVAN II (ADMINISTRATIVE)  
Name and Title

Date: 4/1/18

\* 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.

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

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## **EXHIBIT A-1: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

Benjamin Macasaet dba New Horizon II Adult Residential Facility  
73 Paloma Avenue  
Salinas, CA 93905

### **II. CERTIFICATION/TYPE OF FACILITY LICENSE**

Monterey County Behavioral Health Bureau (MCBHB) has developed a residential care registry of Monterey County clients in the program. To be eligible for the monthly supplemental rate, a facility must provide a Monthly Census identified as Exhibit G of this Agreement and a Monthly Activities schedule identified as Exhibit H of this Agreement.

The facility must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. The facility must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to MCBHB.

### **III. PROGRAM GOALS and OBJECTIVES**

In order to receive a payment for the care of mentally ill clients who are enrolled clients of MCBHB, a residential care facility must be licensed by the State of California Community Care Licensing and must provide services that will accomplish the following goals and objectives:

#### **GOAL #1**

**For clients who require the management of behavioral problems, the facility will provide a level of supervision and intensive interaction that is consistent with each client's needs as outlined in the client's individualized care plan.**

#### Objectives:

- 1a. The facility will participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.
- 1b. The facility will work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

- 1c. The facility will attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce each client's need for acute psychiatric services.
- 1d. The facility will work cooperatively with and provide information to the MCBHB Case Manager and medical staff to facilitate the evaluation of those clients deemed to require re-admission.

## **GOAL #2**

**The facility will assist clients to become more responsible to take medications as prescribed by their treating physician.**

### Objectives:

- 2a. Facility staff will transport the clients and/or monitor clients visits for psychiatric treatment at MCBHB.
- 2b. Facility staff will attend scheduled medication evaluation and planning appointments and work with MCBHB staff when medications are changed.
- 2c. The facility will store and dispense medication in an approved and effective manner, following State guidelines.
- 2d. The facility will maintain a current, updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

## **GOAL #3**

**The facility will encourage clients to use treatment services and develop continuing support systems.**

### Objectives:

- 3a. The facility will provide transportation for clients to attend services and programs as outlined in each client's individual care plan.
- 3b. The facility will educate and encourage clients to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.
- 3c. Facility staff will cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan. The facility operator will meet regularly with MCBHB staff and ensure service coordination.

- 3d. The facility will document in each client's folder client attendance at community programs.

#### **GOAL #4**

**The facility will encourage clients' use of leisure time in a constructive manner.**

Objectives:

- 4a. The facility will post, on a monthly basis, information about programs, groups and activities that are provided by community agencies for the general and specialized needs and interest of clients.
- 4b. The facility will encourage clients to develop regular daily activities or routines.
- 4c. The facility will post, on a monthly basis, the activities that the facility will provide for clients to supplement those provided by community agencies.
- 4d. The facility will document in each client's folder client attendance at the monthly activities.

#### **GOAL #5**

**The facility will encourage clients to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

- 5a. Facility staff will encourage, track, monitor, and reinforce the maintenance by clients of an acceptable level of personal hygiene and grooming, as well as teach self-care when needed.
- 5b. The facility will provide adequate supplies and materials to accomplish this goal.
- 5c. The facility will ensure that clients receive an annual medical evaluation and dental check-up and will record the dates and results of both services in each client's folder.
- 5d. The facility will monitor to ensure that clients follow up on any established plan to care for any identified medical and dental problems, and will record these actions in the client's folder.

#### **GOAL #6**

**The facility will provide services in a manner that reflects an understanding of the specialized needs of the seriously mentally ill.**

Objectives:

- 6a. The facility will ensure that all administrative staff and staff responsible for the supervision of clients receive a minimum of twenty (20) hours of specialized training approved by the Behavioral Health Bureau.
- 6b. The facility will document and maintain a record of each staff person's attendance at approved training programs.

**GOAL #7**

**The facility will allow the staff of the Behavioral Health Bureau access to the facility, to the extent authorized by law.**

Objective:

The facility will work with the staff of the Behavioral Health Bureau to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

**IV. TREATMENT SERVICES**

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff. A copy of the completed assessment will be reviewed annually. The Behavioral Health Program Manager must approve the assessment for admittance and continuance of the client in the supplemental rate program. This procedure will be used to assist in the determination of the functional ability and programmatic needs of the clients, and the appropriate placement in facilities providing supplemental services. If there are more clients eligible for the program than funding permits, eligible clients will be placed on a waiting list for future admission as vacancies permit.

**Enhanced Services**

Effective April 1, 2018 an Enhanced Services component is added to this Agreement. The program includes, but is not limited to, the following additional service components:

- 1. CONTRACTOR shall provide additional medication support for one HIV+ patient to ensure anti-viral and other medications are dispensed and prescriptions refilled.
- 2. CONTRACTOR shall perform or commission additional patient blood testing at monthly intervals to monitor viral load and patient's overall HIV+ condition.
- 3. CONTRACTOR shall schedule regular physician visits for the affected patient at semi-monthly intervals (approximately every two weeks) to monitor patient's general physical and immune system health considering the patient's HIV+ condition.

4. CONTRACTOR shall provide written status to COUNTY as requested on patient's physical health, test results, and physician appointments.

MCBHB will provide in-depth case management assessment on a case by case basis to any client determined to be eligible for the Enhanced Services supplemental rate program, and in conjunction with CONTRACTOR shall determine the nature of the Enhanced Services to be provided, and for what duration. Enhanced Services clients who receive services will be assessed and monitored by the MCBHB Case Management staff. A copy of the completed assessment will be reviewed annually. The Behavioral Health Program Manager / Contract Monitor must approve the assessment for admittance and continuance of the client in the Enhanced Services supplemental rate program. If there are more clients eligible for the program than funding permits, eligible clients will be placed on a waiting list for future admission as vacancies permit.

## **V. DESIGNATED CONTRACT MONITOR**

Rhiyan A. Quiton, PsyD  
Behavioral Health Service Manager II  
Psychologist, Lic # PSY 23371  
Monterey County Behavioral Health Bureau  
1441 Constitution Blvd, Building 400, Suite 202  
Salinas, CA 93906  
831-796-1748  
[quitorr@co.monterey.ca.us](mailto:quitorr@co.monterey.ca.us)

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## EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

### I. PAYMENT TYPE

COUNTY shall pay CONTRACTOR the net negotiated rate amount not to exceed **fifteen dollars (\$15.00) per client per day** for standard services (up to 24 clients) and **twenty-five dollars (\$25.00) per client per day** (up to 1 client) for enhanced services, authorized pursuant to Exhibit A-1.

### II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 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

The resident's Social Security Administration/Supplemental Security Income (SSA/SSI) monthly residential board and care rate will be provided by each individual or their payee.

The COUNTY agrees to pay an augmentation to the SSA/SSI rate based on the service rate outlined in the following table and shall be subject to the applicable cost report provisions of this Agreement.

The chart below illustrates payment rate and total maximum liability for services provided 73 Paloma Avenue located in Salinas, CA for FY 2016-17 through FY 2018-19:

Fiscal Year / Term	Board & Care Standard Service Daily Patch	Estimated # of Clients Per Day	Estimated # of Days	Fiscal Year Totals
July 1, 2016 – June 30, 2017	\$12.50	25	365	<b>\$114,063</b>
July 1, 2017 – March 31, 2018	\$12.50	24	274	\$82,200
April 1, 2018 – June 30, 2018	\$15.00	24	91	\$32,760
				<b>\$114,960</b>
July 1, 2018 – June 30, 2019	\$15.00	24	365	<b>\$131,400</b>
<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>				<b>\$360,423</b>

Fiscal Year / Term	Board & Care Enhanced Service Daily Patch	Estimated # of Clients Per Day	Estimated # of Days	Fiscal Year Totals
April 1, 2018 – June 30, 2018	\$25.00	1	91	<b>\$2,275</b>
July 1, 2018 – June 30, 2019	\$25.00	1	365	<b>\$9,125</b>
<b>TOTAL MAXIMUM COUNTY OBLIGATION:</b>				<b>\$11,400</b>

#### IV. PAYMENT CONDITIONS

- A. 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 Monthly Census and Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement. CONTRACTOR shall submit via email a monthly claim using Exhibit G, Monthly Census and Invoice Form with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- B. 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.
- C. 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.
- D. 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.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

- F. 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 **\$371,823** for services rendered under this Agreement.
- B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2016 – June 30, 2017	\$114,063
July 1, 2017 – June 30, 2018	\$117,235
July 1, 2018 – June 30, 2019	\$140,525
<b>TOTAL AGREEMENT MAXIMUM LIABILITY:</b>	<b>\$371,823</b>

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## **VI. BILLING AND PAYMENT LIMITATIONS**

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, 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. 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."

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