

**AMENDMENT NO. 2
TO AGREEMENT A-13376
BETWEEN COUNTY OF MONTEREY AND
NETSMART TECHNOLOGIES, INC.**

THIS AMENDMENT NO. 2 to AGREEMENT A-13376 is made by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Netsmart Technologies, Inc.**, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY entered into an Agreement A-13376 with Netsmart Technologies, Inc. in the amount of \$2,401,038 for the term of July 1, 2016 to June 30, 2020 for implementation of the Electronic Medical Record system and professional/technical consulting services; and

WHEREAS, the COUNTY entered into Amendment No. 1 with Netsmart Technologies, Inc. Agreement A-13376 to revise SCHEDULE A-1 CHARGES AND PAYMENT TERMS. This Amendment decreased the Fiscal Year (FY) 2016-17 amount by \$24,912.81, added two-hundred and twenty-five (225) Avatar RADplus User License Maintenance, forty-five (45) users of Diagnosis Content on Demand, 225 users of Avatar Hosting with Disaster Recovery, 225 users of Plexus Cloud Hosting – Perceptive Disaster Recovery, and the purchase of one-hundred and thirty (130) new Avatar RADplus licenses for an increased amount of \$240,104, for a total revised Agreement amount of \$2,641,142 for the term from July 1, 2016 to June 30, 2020; and

WHEREAS, the COUNTY and CONTRACTOR hereby wish to further amend Agreement A-13376 to revise SCHEDULE A-2 CHARGES AND PAYMENT TERMS. This Amendment modifies Section B. Licensed Subscription by reconciling the License count and revising the rate as of July 1, 2018 for OrderConnect – Full Suite-Prescriber Subscription, OrderConnect – Non-Prescribing User Subscription, and OrderConnect – EPCS Subscription, modifies Section D. Software (New One-Time Purchase) for purchase of five (5) ePCS Soft/Hard Tokens and one (1) Connection to Assessment Engine for an increase in the amount of \$49,697, and modifies Section E. Professional/Technical Consulting Reserve to add 120,621 for a total reserve in the amount of \$250,303 for FY 2018-19 and FY 2019-20, for an Agreement increase in the amount of \$170,318 and a total revised Agreement amount of \$2,811,460 for the term from July 1, 2016 to June 30, 2020; and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-13376 as follows:

1. SCHEDULE A-2: CHARGES AND PAYMENT TERMS replaces SCHEDULE A-1 – CHARGES AND PAYMENT TERMS. All references in the AGREEMENT to SCHEDULE A-1 shall be construed to refer to SCHEDULE A-2.
2. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT A-13376 are unchanged and unaffected by this AMENDMENT NO. 2, and shall remain in full force and effect as set forth in the AGREEMENT.
3. This AMENDMENT NO. 2 shall be effective December 11, 2018.
4. A copy of this AMENDMENT NO. 2 shall be attached to AMENDMENT NO. 1 and to the original AGREEMENT A-13376 executed by the COUNTY on December 13, 2016.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR execute this AMENDMENT NO. 2 to AGREEMENT A-13376 as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 12-12-18

By: [Signature]
Department Head (if applicable)

Date: 12/07/2018

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: [Signature]
County Counsel

Date: 11/8/18

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 12-9-18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

Netsmart Technologies, Inc
Contractor's Business Name*

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

Joseph McGovern EVP
Name and Title

Date: 10-25-2018

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

Timothy Donoran, Acting Secretary
Name and Title

Date: 10/31/18

County Board of Supervisors' Agreement Number: A-13376

*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.

Schedule A-2 -- Charges and Payment Terms for FY 2016-17 through FY 2019-20

Licensed Software Maintenance and Support	Qty	7/1/16-6/30/17 Period Charges	Payment Terms	7/1/17-6/30/18 Period Charges	Payment Terms
Avatar RADplus Named User License Maintenance	575	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$150,359.24	Payable upon the first day of FY 17/18 (7/1/2017)
MyAvatar - CalPM Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$5,187.02	Payable upon the first day of FY 17/18 (7/1/2017)
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$5,187.02	Payable upon the first day of FY 17/18 (7/1/2017)
MyAvatar - Managed Services Organization (MSO) Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$5,187.02	Payable upon the first day of FY 17/18 (7/1/2017)
Avatar E-Signature Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$5,187.02	Payable upon the first day of FY 17/18 (7/1/2017)
Escrow Agreement - County as Beneficiary	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$1,311.27	Payable upon the first day of FY 17/18 (7/1/2017)
Avatar -Addiction Severity Index (ASI) Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$3,889.98	Payable upon the first day of FY 17/18 (7/1/2017)
Perceptive - Point of Service Scanning Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$4,645.18	Payable upon the first day of FY 17/18 (7/1/2017)
Avatar Web Services Suite Maintenance	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$4,589.45	Payable upon the first day of FY 17/18 (7/1/2017)
Subtotals:		\$0.00		\$185,543.21	

Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

Licensed Subscription	Qty	7/1/16-6/30/17 Period Charges	Payment Terms	7/1/17-6/30/18 Period Charges	Payment Terms
CareConnect Monthly Subscription (Replaces part of "Meaningful Use - Annual Maintenance")	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$7,539.82	Payable upon the first day of FY 17/18 (7/1/2017)
Lab Results (Inbound)	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$10,119.74	Payable upon the first day of FY 17/18 (7/1/2017)
CareConnect Immunization (Meaningful Use)	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$1,897.45	Payable upon the first day of FY 17/18 (7/1/2017)
CareConnect Syndromic Surveillance (Meaningful Use)	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$1,897.45	Payable upon the first day of FY 17/18 (7/1/2017)
OrderConnect Base Fee	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$1,557.14	Payable upon the first day of FY 17/18 (7/1/2017)
OrderConnect - FULL SUITE - Prescriber Subscription	10	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$12,955.37	Payable upon the first day of FY 17/18 (7/1/2017)
OrderConnect - Non-Prescribing User Subscription	32	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$5,182.15	Payable upon the first day of FY 17/18 (7/1/2017)
myHealthPoint Portal	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$26,225.45	Payable upon the first day of FY 17/18 (7/1/2017)
Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$10,171.80	Payable upon the first day of FY 17/18 (7/1/2017)
Diagnosis Content Subscription Additional Users	136	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$891.67	Payable upon the first day of FY 17/18 (7/1/2017)

Amendment No. 2 to Agreement A-13376 between County of Monterey Health Department/
Behavioral Bureau and Netsmart Technologies, Inc.
July 1, 2016 to June 30, 2020

Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

myLearningPointe - LMS Premier	575	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$0.00	Payable upon the first day of FY 17/18 (7/1/2017)
CareConnect Referral Connector – The point-to-point exchange of clinical summaries using Direct Messaging of referral records in order to meet the electronic messaging core objective requirement of MU2	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$2,622.54	Payable upon the first day of FY 17/18 (7/1/2017)
Direct Mailbox	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$262.25	Payable upon the first day of FY 17/18 (7/1/2017)
CareConnect HIE Connector for CCD Transactions (unique capability to translate the files transmitted and received to match the formats required by both CONTRACTOR Care Records and the HIE operating systems.) OPTIONAL	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$2,622.54	Payable upon the first day of FY 17/18 (7/1/2017)
CarePathways Measures Reporting Previously: "Care Guidance/Clinical Quality Metrics - Benchmarking - per Prescriber (MU2)" and "Quality Measures and Clinical Decision Support 251 - 500 Users (Meaningful Use 1)"	21	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$8,851.09	Payable upon the first day of FY 17/18 (7/1/2017)
OrderConnect - EPCS Subscription	15	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	1,573.53	Payable upon the first day of FY 17/18 (7/1/2017)
myLearningPointe - LMS Premier	650/550	\$19,500.00 \$16,500.00	650 Start Date is retroactive to 7/1/2016. 550 Start Date is 1/1/2017. Charges are payable upon executive & encumbrance of this agreement.	\$33,000.00	Change in recurring cost reflects reduction in subscription from 650 to 550. Payable upon the first day of FY 17/18 (7/1/2017)
Speech Recognition Powered by M*Modal Tier 2 (101 - 200 Concurrent Users)	1	\$8,500.00	Payable upon the start date of January 1, 2017	\$17,000.00	Payable upon the first day of FY 17/18 (7/1/2017)
Reaching Recovery Subscription for 2,500 Clients	2500	\$12,500.00	Payable upon the start date of January 1, 2017	\$25,000.00	Payable upon the first day of FY 17/18 (7/1/2017)
Subtotals:		\$57,000.00		\$169,369.98	

Amendment No. 2 to Agreement A-13376 between County of Monterey Health Department/

Behavioral Bureau and Netsmart Technologies, Inc.

July 1, 2016 to June 30, 2020

Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

Hosting Services	Qty	7/1/16-6/30/17 Period Charges	Payment Terms	7/1/17-6/30/18 Period Charges	Payment Terms
Avatar Hosting with Disaster Recovery - Named User	575	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$285,201.75	Payable upon the first day of FY 17/18 (7/1/2017)
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User	575	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$20,285.38	Payable upon the first day of FY 17/18 (7/1/2017)
Plexus Cloud Hosting - Avatar Scriptlink	1	\$0.00	Charges for this Period are covered under Agreement No.: A-12829	\$8,195.45	Payable upon the first day of FY 17/18 (7/1/2017)
Subtotals:		\$0.00		\$313,682.58	

Professional Services	Qty	7/1/16-6/30/17 Period Charges (revised)	Payment Terms	7/1/17-6/30/18 Period Charges	Payment Terms
Reaching Recovery - Implementation	0 hours	\$0.00	Professional Services are to be "As Incurred" and Shall be Billed Monthly Based Upon Rendering of Services	\$0.00	N/A
Mental Health Center of Denver - one-time client training expense of \$4,000 plus T&L for onsite training at MHCD for 2 to 3 people.	0	\$0.00	This will be billed from MCHD upon Executive of Training	\$0.00	N/A
M*Modal Implementation	0 hours	\$0.00	Professional Services are to be "As Incurred" and Shall be Billed Monthly Based Upon Rendering of Services	\$0.00	N/A
Subtotals:		\$0.00		\$0.00	

Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

Hardware	Qty	7/1/16-6/30/17 Period Charges (revised)	Payment Terms	7/1/17-6/30/18 Period Charges	Payment Terms
Olympus RecMic - DR1200 Speaker Microphone	50	\$13,337.19	Charges are payable upon delivery of the units	\$0.00	N/A
Subtotals:		\$13,337.19		\$0.00	

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Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

Period of July 1, 2018 to June 30, 2020							
Licensed Software Maintenance and Support	Revised Qty	Yearly Amount	Monthly Amount	7/1/18-6/30/19 Period Charges	Payment Terms	7/1/19-6/30/20 Period Charges	Payment Terms
Avatar RADplus Named User License Maintenance	575	\$261.49	\$21.79	\$150,359.24	Payable upon the first day of FY 18/19 (7/1/2018)	\$209,195.46	Payable upon the first day of FY 18/19 (7/1/2019)
Avatar RADplus Named User License Maintenance	225	\$261.49	\$21.79	\$49,030.19	Payable upon the first day of FY 18/19 (9/1/2018)		
MyAvatar - CalPM Maintenance	1	\$5,187.02	\$432.25	\$5,187.02	Payable upon the first day of FY 18/19 (7/1/2018)	\$5,187.02	Payable upon the first day of FY 19/20 (7/1/2019)
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	\$5,187.02	\$432.25	\$5,187.02	Payable upon the first day of FY 18/19 (7/1/2018)	\$5,187.02	Payable upon the first day of FY 19/20 (7/1/2019)
MyAvatar - Managed Services Organization (MSO) Maintenance	1	\$5,187.02	\$432.25	\$5,187.02	Payable upon the first day of FY 18/19 (7/1/2018)	\$5,187.02	Payable upon the first day of FY 19/20 (7/1/2019)
Avatar E-Signature Maintenance	1	\$5,187.02	\$432.25	\$5,187.02	Payable upon the first day of FY 18/19 (7/1/2018)	\$5,187.02	Payable upon the first day of FY 19/20 (7/1/2019)
Escrow Agreement - County as Beneficiary	1	\$1,311.27	\$109.27	\$1,311.27	Payable upon the first day of FY 18/19 (7/1/2018)	\$1,311.27	Payable upon the first day of FY 19/20 (7/1/2019)
Avatar -Addiction Severity Index (ASI) Maintenance	1	\$3,889.98	\$324.16	\$3,889.98	Payable upon the first day of FY 18/19 (7/1/2018)	\$3,889.98	Payable upon the first day of FY 19/20 (7/1/2019)
Perceptive - Point of Service Scanning Maintenance	1	\$4,645.18	\$387.10	\$4,645.18	Payable upon the first day of FY 18/19 (7/1/2018)	\$4,645.18	Payable upon the first day of FY 19/20 (7/1/2019)
Avatar Web Services Suite Maintenance	1	\$4,589.45	\$382.45	\$4,589.45	Payable upon the first day of FY 18/19 (7/1/2018)	\$4,589.45	Payable upon the first day of FY 19/20 (7/1/2019)
Subtotals:				\$234,573.39		\$244,379.43	

A.

Schedule A-2 – Charges and Payment Terms for FY 2016-17 through FY 2019-20

B.

Licensed Subscription	Revised Qty	Yearly Amount	Monthly Amount	7/1/18-6/30/19 Period Charges (revised)	Payment Terms	7/1/19-6/30/20 Period Charges (revised)	Payment Terms
CareConnect Monthly Subscription (Replaces part of "Meaningful Use - Annual Maintenance")	1	\$7,539.82	\$628.32	\$7,539.82	Payable upon the first day of FY 18/19 (7/1/2018)	\$7,539.82	Payable upon the first day of FY 19/20 (7/1/2019)
Lab Results (Inbound)	1	\$10,119.74	\$843.31	\$10,119.74	Payable upon the first day of FY 18/19 (7/1/2018)	\$10,119.74	Payable upon the first day of FY 19/20 (7/1/2019)
CareConnect Immunization (Meaningful Use)	1	\$1,897.45	\$158.12	\$1,897.45	Payable upon the first day of FY 18/19 (7/1/2018)	\$1,897.45	Payable upon the first day of FY 19/20 (7/1/2019)
CareConnect Syndromic Surveillance (Meaningful Use)	1	\$1,897.45	\$158.12	\$1,897.45	Payable upon the first day of FY 18/19 (7/1/2018)	\$1,897.45	Payable upon the first day of FY 19/20 (7/1/2019)
OrderConnect Base Fee	1	\$1,557.14	\$129.76	\$1,557.14	Payable upon the first day of FY 18/19 (7/1/2018)	\$1,557.14	Payable upon the first day of FY 19/20 (7/1/2019)
OrderConnect - FULL SUITE - Prescriber Subscription	27	\$1,248.00	\$104.00	\$33,696.00	Payable in FY 18/19 (as of 7/1/2018)	\$36,820.53	Payable upon the first day of FY 19/20 (7/1/2019)
OrderConnect - Non-Prescribing User Subscription	33	\$156.00	\$13.00	\$5,148.00	Payable in FY 18/19 (as of 7/1/2018)	\$5,625.36	Payable upon the first day of FY 19/20 (7/1/2019)
myHealthPoint Portal	1	\$26,225.45	\$2,185.45	\$26,225.45	Payable upon the first day of FY 18/19 (7/1/2018)	\$28,657.26	Payable upon the first day of FY 19/20 (7/1/2019)
Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)	1	\$10,171.80	\$847.65	\$10,171.80	Payable upon the first day of FY 18/19 (7/1/2018)	\$11,115.00	Payable upon the first day of FY 19/20 (7/1/2019)
Diagnosis Content on Demand Add-On (Sub) - includes access to DSM-5 Library for 45 users	1	\$2,353.45	\$196.12	\$1,961.21	Payable upon the first day of FY 18/19 (9/1/2018)	\$0	Payable upon the first day of FY 19/20 (7/1/2019)
Diagnosis Content Subscription Additional Users	136	\$6.56	\$0.55	\$891.67	Payable upon the first day of FY 18/19 (7/1/2018)	\$974.35	Payable upon the first day of FY 19/20 (7/1/2019)
CareConnect Referral Connector – The point-to-point exchange of clinical summaries using Direct Messaging of referral records in order to meet the electronic messaging core objective requirement of MU2	1	\$2,622.54	\$218.55	\$2,622.54	Payable upon the first day of FY 18/19 (7/1/2018)	\$2,865.73	Payable upon the first day of FY 19/20 (7/1/2019)
Direct Mailbox	1	\$262.25	\$21.85	\$262.25	Payable upon the first day of FY 18/19 (7/1/2018)	\$286.57	Payable upon the first day of FY 19/20 (7/1/2019)

Schedule A-2 -- Charges and Payment Terms for FY 2016-17 through FY 2019-20

CareConnect HIE Connector for CCD Transactions (unique capability to translate the files transmitted and received to match the formats required by both CONTRACTOR Care Records and the HIE operating systems.) OPTIONAL	1	\$2,622.54	\$218.55	\$2,622.54	Payable upon the first day of FY 18/19 (7/1/2018)	\$2,865.73	Payable upon the first day of FY 19/20 (7/1/2019)
CarePathways Measures Reporting Previously: "Care Guidance/Clinical Quality Metrics - Benchmarking - per Prescriber (MU2)" and "Quality Measures and Clinical Decision Support 251 - 500 Users (Meaningful Use 1)"	21	\$421.48	\$35.12	\$8,851.09	Payable upon the first day of FY 18/19 (7/1/2018)	\$9,671.83	Payable upon the first day of FY 19/20 (7/1/2019)
OrderConnect - EPCS Subscription	20	\$96.00	\$8.00	\$1,920.00	Payable in FY 18/19 (as of 7/1/2018)	\$2,098.04	Payable upon the first day of FY 19/20 (7/1/2019)
myLearningPointe - LMS Premier	650	\$50.77	\$4.23	\$33,000.00	Payable upon the first day of FY 18/19 (7/1/2018)	\$33,000.00	Payable upon the first day of FY 19/20 (7/1/2019)
Speech Recognition Powered by M*Modal Tier 2 (101 - 200 Concurrent Users)	1	\$17,000.00	\$1,416.67	\$17,000.00	Payable upon the first day of FY 18/19 (7/1/2018)	\$17,000.00	Payable upon the first day of FY 19/20 (7/1/2019)
Reaching Recovery Subscription for 2,500 Clients	2,500	\$10.00	\$0.83	\$25,000.00	Payable upon the first day of FY 18/19 (7/1/2018)	\$25,000.00	Payable upon the first day of FY 19/20 (7/1/2019)
Subtotals:				\$192,384.16		\$198,991.98	

C.

Hosting Services	Revised Qty	Yearly Amount	Monthly Amount	7/1/18-6/30/19 Period Charges	Payment Terms	7/1/19-6/30/20 Period Charges	Payment Terms
Avatar Hosting with Disaster Recovery - Named User	575	\$496.00	\$41.33	\$285,201.75	Payable upon the first day of FY 18/19 (7/1/2018)	\$396,802.43	Payable upon the first day of FY 19/20 (7/1/2019)
Avatar Hosting with Disaster Recovery - Named User	225	\$496.00	\$41.33	\$93,000.57	Payable upon the first day of FY 18/19 (9/1/2018)		
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User	575	\$35.28	\$2.94	\$20,285.38	Payable upon the first day of FY 18/19 (7/1/2018)	\$28,223.14	Payable upon the first day of FY 19/20 (7/1/2019)
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User	225	\$35.28	\$2.94	\$6,614.80	Payable upon the first day of FY 18/19 (9/1/2018)		
Plexus Cloud Hosting - Avatar Scriptlink	1	\$8,195.45	\$682.95	\$8,195.45	Payable upon the first day of FY 18/19 (7/1/2018)	\$8,195.45	Payable upon the first day of FY 19/20 (7/1/2019)
Subtotals:				\$413,297.95		\$433,221.02	

Schedule A-2 -- Charges and Payment Terms for FY 2016-17 through FY 2019-20

D.

Software (New One-Time Purchase)	Qty	Purchase Amount	7/1/18-6/30/19 Period Charges (revised)	Payment Terms
Avatar RADplus (License)	130	\$800.00	\$104,000.00	Payable in FY 18/19 (eff. 9/1/2018)
ePCS Soft/Hard Token	5	\$75.00	\$375.00	Payable in FY 18/19 (eff. 12/1/2018)
Connection To Assessment Engine	1	\$1,000.00	\$1,000.00	Payable in FY 18/19 (eff. 12/1/2018)
Subtotals:			\$105,375.00	

E.

Professional/Technical Consulting Reserve		FY 18/19 -- FY 19/20: 7/1/2018 Through 6/30/2020	
Description		Period Charges (revised)	Payment Terms
Reserved Services: Professional Services, Consulting or Additional Licensing & Optional Services needed during the course of Agreement on an "as-needed" and "as-approved" basis		\$250,303.52	All services under this category shall be subject to the Terms of Schedule D attached and incorporated as part of this Agreement
Subtotal:		\$250,303.52	

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Schedule A-2 -- Charges and Payment Terms for FY 2016-17 through FY 2019-20

Summary	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total Agreement Amount
Software Maintenance/Support - Recurring	\$0.00	\$185,543.21	\$234,573.39	\$244,379.43	\$664,496.03
Software License Subscription - Recurring	\$57,000.00	\$169,370.00	\$192,384.16	\$198,991.98	\$617,746.14
Hosting Services - Recurring	\$0.00	\$313,682.58	\$413,297.95	\$433,221.02	\$1,160,201.56
Approved Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hardware	\$13,337.19	\$0.00	\$0.00	\$0.00	\$13,337.19
Software One-Time Purchase	\$0.00	\$0.00	\$105,375.00	\$0.00	\$105,375.00
TOTAL MAXIMUM CONTRACT LIABILITY	\$70,337.19	\$668,595.79	\$945,630.51	\$876,592.44	\$2,561,155.92
Professional/Technical Consulting Reserve					\$250,303.52
Maximum County Obligation					\$2,811,459.44
*Upon a formal written request by the COUNTY for additional licenses, maintenance, subscriptions, and professional services within the scope of work of this AGREEMENT, CONTRACTOR shall provide a project task list, which will identify the cost and services to be performed before completing the work and/or submitting any invoices.					

**AMENDMENT NO. 2
TO MENTAL HEALTH SERVICES AGREEMENT A- 13606
BY AND BETWEEN
COUNTY OF MONTEREY AND
MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.
FORMERLY KNOWN AS MILHOUS CHILDREN'S SERVICES, INC.**

THIS AMENDMENT NO. 2 is made to Agreement A-13606 by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**, formerly known as Milhous Children's Services, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, on June 27, 2017 the COUNTY and CONTRACTOR entered into Agreement A-13606 for the provision of mental health services, medication support, crisis intervention, case management, and residential services to eligible Monterey County youth in the amount of \$3,996,312 for the term July 1, 2017 to June 30, 2020;

WHEREAS, on September 20, 2017 the COUNTY and CONTRACTOR entered into Amendment No. 1 to change the CONTRACTOR's name from Milhous Children's Services, Inc. to Mountain Valley Child and Family Services, Inc.; and

WHEREAS, the COUNTY and CONTRACTOR request to amend Agreement A-13606 to reallocate \$988,577 of unused contract spending authority from prior Fiscal Year (FY) 2017-18 toward additional services and the associated funding for FY 2018-19 and FY 2019-20; decrease the total number of placements, increase rates, and add additional services to the mental health services array for FY 2018-19 and FY 2019-20, for a revised total Agreement amount of \$2,072,411, which represents a decrease of \$1,923,901.

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced with EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced with EXHIBIT A-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-2.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment No. 2 shall be effective July 1, 2018.
5. A copy of Amendment No. 2 shall be attached to the original Agreement executed by the COUNTY on June 27, 2017.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this
AMENDMENT NO. 2 to AGREEMENT A-13606 as of the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

for

Elsa M. Jimenez, Director of Health

Dated: *12/07/2018*

Approved as to Fiscal Provisions²

Gy Giboney

Gary Giboney, Auditor/Controller's Office

Dated: *11/29/18*

Approved as to Liability Provisions³

Risk Management

Dated: _____

Approved as to Form¹

Stacy L. Saetta

Stacy L. Saetta, Deputy County Counsel

Dated: *11/29/18*

*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.

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-2:
PROGRAM DESCRIPTION**

*Mountain Valley Child and Family Services, Inc.
Amendment No. 2 to Mental Health Services Agreement A-13606
July 1, 2017 – June 30, 2020*

**MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC.**

By: *Teresa Petrie*

Signature of Chair, President, or Vice-President

Teresa Petrie, Contracts

Printed Name and Title

Dated: *10/24/18*

By: *Janet Milne*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer) *

Janet Milne, Bus Mgr

Printed Name and Title

Dated: *10-24-18*

EXHIBIT A-2: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Mountain Valley Child and Family Services, Inc.
24077 State Highway 49
Nevada City, CA 95959
(530) 265-9057

II. PROGRAM GOALS AND OBJECTIVES

Mountain Valley Child and Family Services (MVCFS), Inc. will provide services for Seriously Emotionally Disturbed children and youth who meet medical necessity criteria according to Title 9, Chapter 11, (Medi-Cal Specialty Mental Health Services). This includes eligible Educational Related Mental Health Service (ERMHS) and Early Periodic Screening Diagnosis Treatment (EPSDT) eligible residential clients and their families while placed in MVCFS Residential Treatment Center Level 14 facility, as defined by Title 22 regulations, or Short-term Residential Therapeutic Program (STRTP).

Residential clients are eligible to receive Specialty Mental Health Services (SMHS) including, but not limited, to Day Treatment Intensive, Medication Support, Crisis Intervention, Family Therapy, and Therapeutic Behavioral Services (TBS). When clinically appropriate, MVCFS will provide EPSDT SMHS in the home and community, including individual and family therapies, TBS, crisis interventions, Intensive Care Coordination, Intensive Home-Based Services, Case Management, Medication Support Services, and Collateral services after a client transitions to another residence. These services will be available via phone, video conferencing, or in person, as possible/appropriate and depending upon where the client is placed.

Each child will receive certified Medi-Cal services in the category and amount appropriate for that child's individual need. Mountain Valley Child and Family Services, Inc. maintains Medi-Cal certifications through Nevada County and Sacramento County Department of Mental Health. Documentation of services fulfills all Medi-Cal criteria. Internal Utilization Reviews (UR) of progress notes and charts are completed monthly in addition to Nevada County and Sacramento County's UR process.

III. PROGRAM GOAL

The program goal is to return the youth to living at home or a lower level of care by reducing emotion/behavioral symptoms.

IV. PROGRAM OBJECTIVES

- A. Reduce inappropriate behavior and/or psychiatric symptoms to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's

community.

- C. Improve academic achievement.

V. TREATMENT SERVICES

A. Mode of Service: Day Services and Outpatient Services

Types of Service:

1. Day Treatment Intensive (Full Day)
2. Specialty Mental Health Services
3. Crisis Intervention
4. Medication Support
5. Therapeutic Behavioral Services (TBS)
6. Case Management
7. Intensive Care Coordination (ICC)
8. Intensive Home Base Services (IHBS)

Units of Service (UOS): Day Treatment Intensive (full day) UOS are per day. Outpatient Services (Specialty Mental Health Services, Crisis Intervention, Medication Support, TBS, Case Management, ICC, and IHBS) UOS are per minute. The number of contracted UOS per FY is as outlined in Exhibit B.

Service Description

1. **Day Treatment Intensive**

The Day Treatment Intensive (DTI) Program provides a structured, therapeutic milieu in which a range of treatment interventions are incorporated. Day Treatment Intensive services are available July 1, 2017 – August 31, 2018.

- a) **Individual and Group Psychotherapy**: comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction to improve functional impairments. DTI includes individual therapy (normally twice a month) and Group Therapy (conducted five days a week). Therapy is focused on the goals identified in each child's Assessment and Client Plan (ACP). Individual Therapy is provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short term objectives are addressed with structured therapeutic interventions.
- b) **Skill Building Groups**: focus on the utilization of multi-media materials in a group setting to facilitate both a learning process and development of skills necessary for adulthood. Topic areas may include: Assertiveness, Medication Education, Stress Management, Mountain Valley Scouts, Male/Female Relationships, Value Clarification, Cultural Awareness, Self-Image, Health and Wellness, Self-esteem Building, Feelings and Transitioning back into the community, Anger Management, Emotional Regulation, Health Communication skills, and Positive Peer Interactions.
- c) **Adjunctive Groups**: provide opportunities for children to express their thoughts and emotions, to explore a deeper understanding of their self, and to increase self-esteem through personal expressions in art, recreation, therapeutic animal

interactions, dance, music, yoga, ceramics, movement therapy, guided meditation, drama, etc.

- d) **Process Groups:** help children develop the skills necessary to deal with their problems and issues by providing peer interaction and feedback to develop problem-solving strategies and assisting one another in resolving behavior and emotional problems.
- e) **Community Meetings:** (conducted five days a week) includes, but not limited to, discussion of daily schedule; any current events, individual issues children or staff wish to discuss to elicit support of the group milieu process; conflict resolution; planning for special events; discussion of day treatment experiences; and debriefing or wrap-up.
- f) **Day Treatment Collateral Contact:** is with one or more *significant support person(s)* in the life of the child. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping *significant support person(s)* to understand and accept the child's condition, and involves them in treatment service planning and implementation of the client plan.

2. Medication Support Services

Medication support services include prescribing, and monitoring of psychiatric medications to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:

- evaluation of the need for medication
- evaluation of clinical effectiveness and side effects of medication
- obtaining informed consent
- medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
- plan development related to the delivery of this service and/or to the status of the individual's community functioning
- prescribing, psychiatric medications

Medication support services shall be provided within the CONTRACTOR'S staff's scope of practice (Physician, Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician.). All children will be assessed by CONTRACTOR'S consulting Psychiatrist. Children who are prescribed medications will be seen more frequently. Children who remain stable on medications may be seen for medication support services by the Psychiatrist twice a month. Children who are not yet stabilized may need to be seen more and preauthorization will be requested. With the intensity of the diagnoses and age of the child, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, nursing staff will meet with the children between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. *Dispensing of medication is not included as part of Contractor's medication support services.*

3. Family Therapy

Focuses on the problems of the child as a family member. Assessment of family dynamics contributing to the emotional disturbance of the child, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the child with the family. Family therapy is provided (normally twice a month) by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives are addressed with structured therapeutic interventions.

4. Crisis Intervention

CONTRACTOR shall provide crisis intervention services as needed and are trained and certified in crisis intervention. "Crisis Intervention" a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are *supplemental* specialty mental health services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit. TBS is an intensive, individualized, one-to-one, short-term, outpatient treatment intervention for beneficiaries with serious emotional disturbances (SED) who are at risk of losing their residential placement due to their behavior. For a child to be eligible for TBS, a mental health provider must find that in his or her clinical judgment, either that:

- a) It is highly likely that without the additional short-term support of TBS the child will need placement in an acute psychiatric hospital inpatient services, psychiatric health facility services, or crisis residential treatment services.
- b) The child needs the additional support of TBS to enable a transition from their current level program to a lower level.

6. Assessment

Assessment is a service activity designed to evaluate the status of a child's mental, emotional, and/or behavioral health. Assessment includes, but is not limited to, one of more of the following: mental status determination, analysis of the child's clinical history, analysis of relevant cultural issues and history, diagnosis, and the use of testing procedures.

7. Plan Development

Plan development is a service activity that consists of the development of client plans, approval of client plans, and/or monitoring and recording of a child's progress.

8. Individual Therapy

Individual therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction to improve functional impairments.

9. Collateral

Collateral is defined as a service activity to a Significant Support Person in a child's life for meeting the needs of the child in terms of achieving the goals of the youth's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child's serious emotional disturbance; and family counseling with the significant support person(s) in achieving the goals of the child's client plan. The child may or may not be present for this service activity.

A "Significant Support Person" is defined as a person who, in the opinion of the child, or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to the parents or legal guardian or relatives of the child or a person living in the same household as the child, a legal representative of a child who is not a minor, a person living in the same household as the child, and relatives of the child.

11. Rehabilitation

Rehabilitation is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education. Personal care activities are not billed for under Rehabilitation services.

12. Case Management

Case Management assists a beneficiary to access needed Medi-Cal, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

13. Intensive Care Coordination

Intensive Care Coordination (ICC) is a Case Management service that facilitates assessment, planning, and coordination of services, including urgent services for clients with intensive needs. An ICC coordinator serves as the single point of accountability to:

- Ensure Medi-Cal necessary services are accessed, coordinated, and delivered in a strength-based, individualized, family/youth driven and culturally and linguistically relevant manner; and that services and supports are guided by the needs of clients.
- Facilitate a collaborative relationship among clients, their families and involved child serving systems.
- Support parents/caregivers in meeting their clients' needs.
- Help establish Child and Family Teams (CFTs), with formal and informal supports for the family, and coordinate team meetings to provide ongoing support.
- Organize and match care across providers and child-serving systems to allow

clients to be served in their home communities.

14. Intensive Home-Based Services

Intensive Home-Based Services (IHBS) are mental health rehabilitation services provided to Medi-Cal clients as medically necessary. IHBS are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with clients' functioning and are aimed at helping clients build skills necessary for successful functioning in the home and community and improving clients' family's ability to help clients successfully function in the home and community

IHBS is provided to any client that meets criteria and is living within the radius of one hour drive time from Nevada City and Sacramento, CA. Units of Service will be offered to clients based on the suggested amount of time agreed upon during the CFT process and in coordination with Monterey County Behavioral Health.

B. Board and Care: Group Home RCL 14 Board and Care/STRTP

Contracted units of service for six (6) placements for FY 2017-18, and four (4) placements for FY 2018-19 and FY 2019-20.

C. Service Delivery Sites:

1. 24077 State Highway 49, Nevada City, CA 95959
2. 9200 Sweet Acadia Way, Sacramento, CA 95829
3. 7818 Bar Du Lane, Sacramento, CA 95829
4. 6171 Bradshaw Road, Sacramento, CA 95829
5. 10318 Crownsnest Lane, Penn Valley, CA 95959 (Facility closure as of 5/19/17)
6. 17321 Penn Valley Drive, Penn Valley, CA 95946 (Facility closure as of 10/15/16)

D. Hours of Operation

CONTRACTOR shall operate the Day Treatment Intensive (DTI) program a minimum of 240 days per year. The DTI Program hours are 12:30pm – 4:50pm, a daily total of 4 hours and 20 minutes, Monday – Friday. During holiday weeks, the start time may change to accommodate special activities, still maintaining the four hour and twenty-minute block of time. Medication Support will be available 5 days per week. All other services described in Section V. will be provided throughout the year, based on each client's individual treatment needs.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

This current agreement is for six (6) eligible residents of Monterey County for FY 2017-18, and four (4) eligible Monterey County residents for FY 2018-19 and FY 2019-20 who have full scope Medi-Cal and who are authorized for services by the Behavioral

Health Case Manager. New eligible residents of Monterey County referred to CONTRACTOR will require an amendment to this agreement.

VII. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Behavioral Health Case Manager. The Case manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <http://www.dmh.ca.gov/medccc/library.asp>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp> Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Bureau case management staff after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental health services and Day Treatment requires prior authorization. Day Treatment services authorization must be renewed every three (3) months. Children receiving mental health services must be authorized at least every six (6) months. Medication Support, beyond two visits per month, requires prior authorization. TBS services require authorization as noted in Section II. The contracted duration of treatment is limited to one year; any extension requires consultation with the Mental Health Case Manager and approval of the Contract Monitor.

IX. CLIENT DESCRIPTION/CHARACTERISTICS

The population served: adolescent boys and girls ages 10-21 with,

- A. Severe emotional and behavioral disturbances.
- B. Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment in two of the following areas:
 - 1. Self-care;
 - 2. Family relationships;
 - 3. Ability to function in the community; and
 - 4. School functioning.

C. One or all the following:

1. Severe acting out episodes;
2. History of self-destructive behavior;
3. Catastrophic reactions to every day occurrences; and
4. History of inpatient hospitalization.

X. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 & 602 et seq.)

XI. COVERAGE

Five (5) days a week for day services. Mental Health services and Medication Support will be as designated on the service plan.

XIV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

EXHIBIT B-2:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursed (CR) up to the maximum Agreement amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

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

Group Home services shall be paid at the rate established by the State of California- Health and Human Services Agency Department of Social Services.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$2,072,411**.

Fiscal Year 2017-18					
Service Description	Mode of Service	Service Function Code	Est. units	Rate	Total Amount
Day Treatment Intensive	10	85-89	496	\$202.43	\$100,406
Crisis Intervention	15	70-79	51	\$3.88	\$198
Mental Health Services	15	10, 30-59	1,910	\$2.61	\$4,986
Medication Support (MD)	15	60-69	1,816	\$4.82	\$8,752
Medication Support (RN)	15	60-69			
Therapeutic Behavioral Services	15	58	15,141	\$2.61	\$39,519
Group Home RCL 14 Board and Care			19	x State Board and Care Rate	\$189,664
Total Maximum Amount FY 2017-18					\$343,527

Fiscal Year 2018-19					
Service Description	Mode of Service	Service Function Code	Est. units	Rate	Total Amount
Day Treatment Intensive	10	85-89	37	\$214.75	\$7,946
Crisis Intervention	15	70-79	2,900	\$4.00	\$11,600
Mental Health Services	15	10, 30-59	7,000	\$2.77	\$19,390
Medication Support (MD)	15	60-69	4,444	\$5.10	\$22,664
Medication Support (RN)	15	60-69	2,020	\$5.10	\$10,302
Therapeutic Behavioral Services	15	58	48,000	\$2.77	\$132,960
Case Management	15	01	2,880	\$2.77	\$7,978
Intensive Case Coordination	15	01	2,880	\$2.77	\$7,978
Intensive Home Base Services	15	30	8,640	\$2.77	\$23,933
STRTP			48	x State STRTP Rate	\$623,664
Total Maximum Amount FY 2018-19					\$868,415

Fiscal Year 2019-20					
Service Description	Mode of Service	Service Function Code	Est. units	Rate	Total Amount
Crisis Intervention	15	70-79	2,900	\$4.00	\$11,600
Mental Health Services	15	10, 30-59	7,000	\$2.77	\$19,390
Medication Support (MD)	15	60-69	4,444	\$5.10	\$22,664
Medication Support (RN)	15	60-69	2,020	\$5.10	\$10,302
Therapeutic Behavioral Services	15	58	48,000	\$2.77	\$132,960
Case Management	15	01	2,880	\$2.77	\$7,978
Intensive Case Coordination	15	01	2,880	\$2.77	\$7,978
Intensive Home Base Services	15	30	8,640	\$2.77	\$23,933
STRTP			48	x State STRTP Rate	\$623,664
Total Maximum Amount FY 2019-20					\$860,469

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, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

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

accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

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

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,072,411** for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Funding Source	Federal Financial Participation (FFP)	EPSDT (2011 Realignment)	SELPA	Total Amount per FY
FY 2017-18	\$53,852.05	\$23,079.45	\$266,595.50	\$343,527.00
FY 2018-19	\$85,662.85	\$36,712.65	\$746,039.50	\$868,415.00
FY 2019-20	\$82,881.75	\$35,520.75	\$742,066.50	\$860,469.00
Funding Totals	\$222,396.65	\$95,312.85	\$1,754,701.50	\$2,072,411.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2017-18	\$343,527
FY 2018-19	\$868,415
FY 2019-20	\$860,469
TOTAL MAXIMUM LIABILITY	\$2,072,411

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

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to

CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent

fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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

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

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

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

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

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

XI. AUTHORITY TO ACT FOR THE COUNTY

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