# AMENDMENT NO. 2 TO MENTAL HEALTH SERVICES AGREEMENT A-12779 BETWEEN COUNTY OF MONTEREY AND DOOR TO HOPE

**THIS AMENDMENT** is made to the AGREEMENT A-12779 for mental health services by and between **DOOR TO HOPE**, 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 MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR in the amount of \$13,042,045 for the term of July 1, 2015 to June 30, 2018 for outpatient and residential mental health services;

WHEREAS, the COUNTY entered into AMENDMENT No. 1 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR revising EXHIBITS A, B, G, and H for Fiscal Year 2015-16 through Fiscal Year 2017-18; and;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the EXHIBIT A: PROGRAM DESCRIPTION; the EXHIBIT B: PAYMENT AND BILLING PROVISIONS; and the EXHIBIT G: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE.

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

- 1. EXHIBIT A-2: PROGRAM DESCRIPTION replaces EXHIBITS A-1 and A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2. This EXHIBIT A-2 discontinues the medication support services in PROGRAM 3: MCSTART 0-5 and PROGRAM 4: MCSTART 6-11 effective January 1, 2018, and modifies the total estimated Units of Service to be provided in Fiscal Year 2017-18.
- 2. EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-1 and B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-2. This EXHIBIT B-2 modifies the total estimated Units of Service and cost reimbursements to be provided in PROGRAM 3: MCSTART 0-5 and PROGRAM 4: MCSTART 6-11; the Funding Sources for Fiscal Year 2017-18; and the total Agreement maximum amount for the term July 1, 2015 through June 30, 2018 is decreased by \$196,042 in Fiscal Year 2017-18 for a new total Agreement amount of \$13,063,421.
- 3. EXHIBIT G-2: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE replaces EXHIBITS G-1 and G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-2. This EXHIBIT G-2 reflects the modifications referenced above in PROGRAM 3: MCSTART 0-5 and PROGRAM 4: MCSTART 6-11 only.

- 6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 7. This Amendment No. 2 shall be effective January 1, 2018.
- 8. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the COUNTY on July 9, 2015.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-12779 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			
	Contracts/Purchasing Officer		DOOR TO HOPE
Date:		The state of the s	Contractor's Business Name*
Ву:	Department Head	By:	(Signature of Chair, President, or Vice-President)*  USA MORTE, VIP
Date:	02/27/18		Name and Title
Approved	as to Form 1	Date:	02/07/2018
By:	Xtaux alla		
Date:	County/Countel  County/Countel		
Approved	as to Fiscal Provisions <sup>2</sup> ,		
By:	Auditor-Controller	By:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst.
Date:	2-16-18		Treasurer)*  Chris Shanna GV Director
Approved	as to Liability Provisions <sup>3</sup>		Name and Title
By:	Risk Management	Date:	2/6/18
Date:	-		

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

<sup>&</sup>lt;sup>1</sup> Approval by County Counsel is required.

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

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

### EXHIBIT A-2: PROGRAM 1 DESCRIPTION

#### I. IDENTIFICATION OF PROVIDER

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

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

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

#### III. PROGRAM GOALS

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

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

#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

FFF PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	75,029	21,164	21,164
Mental Health Services	15	10, 30, 45	108,741	145,572	145,572

#### 2. Delivery Site

Door to Hope 130 Church St. Salinas, CA 93901

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

#### 3. Hours of Operation

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

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

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

#### VII. FINANCIAL ELIGIBILITY

Monterey County children who are full scope Medi-Cal beneficiaries.

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

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are:

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

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

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

#### X. LEGAL STATUS

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

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

### EXHIBIT A-2, continued: PROGRAM 2 DESCRIPTION

#### I. IDENTIFICATION OF PROVIDER

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

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

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

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

ICT is built upon the following foundation:

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

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

#### III. PROGRAM GOALS

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

1. Provide mental health services to eligible youth and their families;

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- 2. Improve the youth's overall functioning;
- 3. Reduce acute mental health and substance abuse symptoms;
- 4. Improve family functioning; and
- 5. Reduce need for residential care.

#### IV. PROGRAM OBJECTIVES

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

#### V. EXPECTED OUTCOMES

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

#### VI. TREATMENT SERVICES

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

ICT PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	108,333	57,000	57,000
Mental Health Services	15	10, 30,40, 45, 50	189,813	210,513	210,513

#### 2. Service Delivery Sites:

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

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

#### 3. Hours of Operation:

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

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

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

#### VIII. FINANCIAL ELIGIBILITY

Monterey County youth and young adults, regardless of ability to pay or Medi-Cal eligibility. It is anticipated that more than sixty percent (60%) of clients will have Medi-Cal eligibility.

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

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

#### X. CLIENT DESCRIPTION/CHARACTERISTICS

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

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

#### XI. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XII. REPORTING REQUIREMENTS

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

#### XIII. DESIGNATED CONTRACT MONITOR

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

### EXHIBIT A-2 continued: PROGRAM 3 DESCRIPTION

#### I. IDENTIFICATION OF PROVIDER

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

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

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

MCSTART will provide outpatient mental health services to eligible children and their families. Mental health services refer to those individual, dyadic, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of development, learning, enhanced self-regulation and family functioning. Mental health service activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy. Note: prior to January 1, 2018, medication support services were also included in this program.

#### III. PROGRAM GOALS

The goals of MCSTART's services are:

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

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#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

MCSTART PROGRAM 0 - 5	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	336,020	85,320	85,320
Mental Health Services	15	10, 30, 40, 45, 50	120,518	360,766	360,766
Medication Support*	15	60	92,716	34,570	12,000*

NOTE: Effective 01/10/2018, Medication Support Services are no longer provided under this contract.

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

MCSTART PROGRAM 6 - 11	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	35,808	40,300	40,300
Mental Health Services	15	10, 30, 40, 45, 50	158,450	196,924	196,924
Medication Support*	15	60	19,045	21,600	8,000*

<sup>\*</sup>NOTE: Effective 01/10/2018, Medication Support Services are no longer provided under this contract.

#### 3. Delivery Site

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

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

#### 4. Hours of Operation

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

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

Eligible residents of Monterey County who have full scope Medi-Cal.

#### VII. FINANCIAL ELIGIBILITY

Monterey County children who are full scope Medi-Cal beneficiaries.

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

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

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Populations served are:

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

#### X. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

#### I. IDENTIFICATION OF PROVIDER

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

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

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

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

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

#### III. PROGRAM GOALS

The goals of Nueva Esperanza Program services are:

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

- trauma, substance abuse, and mental health disorders to guide/direct the provision of treatment services:
- 4. Provide a warm, family-like therapeutic environment for women and their young children that is safe, alcohol and drug-free, comfortable, and supportive; and
- 5. Provide priority admission and services to pregnant and IV-drug using women.

#### IV. PROGRAM OBJECTIVES

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

#### V. TREATMENT SERVICES

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

NUEVA ESPERANZA PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	6,277	7,449	7,449
Mental Health Services	15	10, 30, 40, 45, 50	128,081	160,608	160,608

#### 2. Service Delivery Site:

Nueva Esperanza 325 California Street Salinas, CA 93901

#### 3. Hours of Operation:

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

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

Eligible residents of Monterey County who are full scope Medi-Cal beneficiaries.

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#### VII. FINANCIAL ELIGIBILITY

Monterey County children and their mothers who are full scope Medi-Cal beneficiaries. Contractor shall screen clients for Medi-Cal and CalWORKS eligibility and ensure eligible clients are enrolled in these financial benefits.

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

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

#### IX. CLIENT DESCRIPTION/CHARACTERISTICS

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

#### X. LEGAL STATUS

Voluntary or Non-Minor Dependents.

#### XI. REPORTING REQUIREMENTS

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

#### XII. DESIGNATED CONTRACT MONITOR

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

#### I. IDENTIFICATION OF PROVIDER

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

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

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

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

#### III. PROGRAM GOALS

The Santa Lucia Residential Program goals of services are:

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

All service goals will comply with the guiding principles of Monterey County's System of Care and will be Family Driven and Youth Guided; Strength Based; Culturally

Competent; Community Based; and will Utilize Evidence Based and Best Practice Models and reflect Multi-Agency Collaboration.

#### IV. SCOPE OF SERVICES

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

#### V. EXPECTED OUTCOMES

- 1. 60% of referred youth will be engaged in the treatment program as measured by percentage of clients who stay in the program for at least three (3) months.
- 2. 30% of referred youth will complete the program as measured by successfully attaining individualized treatment goals.
- 3. 75% of client/families served are satisfied with the cultural congruency of services provided as measured by the program's client/family satisfaction survey.
- 4. 60% of youth served will demonstrate reduction of substance abuse as measured by negative toxicology screens and no reported use episodes during their treatment episode.
- 5. 75% of youth served will demonstrate improvement in functioning as measured by a 10 point or more drop on the problem severity scale of the Ohio Scales taken at the time of admission and at 3-month intervals during the treatment episode.
- 6. 60% of families served will demonstrate improvement in functioning as measured by an 8 point or more drop on the parent functioning scale of the Ohio Scales taken at the time of admission and at 3-month intervals during the treatment episode.

- 7. 75% of youth completing treatment will not commit crimes and/or re-offend as measured at 6- and 12-month post-discharge intervals
- 8. Achievement of the above goals will be reported by DTH on a quarterly basis showing aggregate year to date progress (fiscal year) and quarterly numbers. Reports must be sent to Contract Monitor not later than 15 days after the end of the quarter.
- 9. Contractor will provide on a quarterly and annual basis tabulated results from the Ohio Scale to demonstrate #5 and #6 above. Contractor will also report on financial information on a quarterly basis.

#### VI. TREATMENT SERVICES

1. Modes of Service: Day Services

#### 2. Service Delivery Sites:

Santa Lucia Program 1929 Oxford Court Salinas, CA 93906

#### 3. Hours of Operation:

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

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

SANTA LUCIA PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS
Case Management	15	01	34,199	23,378	23,378
Mental Health Services	15	10, 30, 40, 45, 50	129,778	167,258	167,258

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

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

#### VIII. FINANCIAL ELIGIBILITY

Monterey County residents with full-scope Medi-Cal eligibility. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Health Care Services latest Aid Codes Master

DOOR TO HOPE / Monterey County Mental Health Services Agreement A-12779 FY 2015-16 thru FY 2017-18 Amendment No.2

Chart. The Chart can be found at the following web URL: http://www.dhcs.ca.gov/services/mh/Pages/MedCCC-Library.aspx

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

Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible adolescents will not be reimbursed to Contractor unless the Deputy Director of Children's Services in the Behavioral Health Bureau has provided prior approval of these services in writing.

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

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

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

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

#### XI. CLIENT DESCRIPTION / CHARACTERISTICS

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

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

#### XII. LEGAL STATUS

Voluntary or juvenile dependents and wards.

#### XIII. REPORTING REQUIREMENTS

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

Achievement of outcomes outlined in Section V, Expected Outcomes will be reported by Door to Hope on a quarterly basis showing aggregate year to date progress (fiscal year)

and quarterly numbers. Reports must be sent to Contract Monitor no later than 15 days after the end of the quarter.

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

#### XIV. DESIGNATED CONTRACT MONITOR

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

### EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS

#### I. PAYMENT TYPE

**Provisional Rates** 

#### II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-2 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

#### III. PAYMENT RATE

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

Case Management (CM), Mental Health Services (MHS), and Medication Support (MS) shall be paid at the County Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-2.

See the following pages for Provisional Rates, Funding Sources Tables and Match Requirements.

The total program services will be paid in arrears, not to exceed the CMA rates for a total maximum of \$13,063,421 for FY 2015-16 through FY 2017-18.

	Door To Ho	pe: Provis	ional Rates	for FY 2015-16	<u> </u>		
Service Description	Avatar Program Code & Description	Mode of Service	Service Function Code	FY 2015-16 Units of Service (est.)	Estimat CMA R Unit of	ed Total Rate per Service 015-16	Estimated Total FY 2015-16
Familias First P.	CCCSOC: DTH		01	75,029	CM	2.27	170,316
Families First & Families First and Foremost and Expansion CCCSOCAC: DTH Families First Foremost/AC		15	10, 30, 45	108,741	MHS 2.93		318,611
Introducto I Co	BVCSOCSDV: DTH Co-occurring		01	108,333	CM	2.27	245,917
Integrated Co- Occurring Treatment – CM & MHS	Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	10, 30, 40, 45	189,813	MHS	2.93	556,153
			01	336,020	CM	2.27	762,766
MCSTART 0-5 – CM, MHS & MS	BUCSOC: DTH MCSTART	15	10, 30, 40, 45	120,518	MHS	2.93	353,119
			60	92,716	MS 5.42		502,521
	BUCSOC2: DTH		01	35,808	CM	2.27	81,283
MCSTART 6-11 – CM, MHS & MS	MCSTART 6-11 & BUCSOCDSES: DTH MCSTART	15	10, 30, 40, 45	158,450	MHS	2.93	464,260
ŕ	6-11 DSES		60	19,045	MS	5.42	103,225
Nuova Esparanza	ATCV DELLA		01	18,044	CM	2.27	40,959
Nueva Esperanza – CM & MHS	27CX: DTH Nueva Esperanza	15	10, 30, 40, 45	193,083	MHS	2.93	565,732
			01-09	34,199	CM	2.27	77,632
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	10-19	129,778	MHS	2.93	380,249
			SUB	TOTAL ANN	UAL AN	IOUNT	\$4,622,743
			Le	ess Contractor	r Match	Amount	(\$155,395)
TO	TAL MAXIMUM	COUNTY	Y ANNUAI	L AMOUNT I	FOR FY	2015-16	\$4,467,348

	Door To Ho	pe: Provis	ional Rates	for FY 2016-1'	7		
Service Description	Avatar Program Code & Description	Mode of Service	Service Function Code	FY 2016-17 Units of Service (est.)	Estimat CMA I Unit of	ed Total Rate per Service 016-17	Estimated Total FY 2016-17
Familiag First &	CCCSOC: DTH		01	21,164	CM	2.27	\$48,042
Families First & Families First and Foremost and Expansion CCCSOCAC: DTH Families First Foremost/AC		15	10, 30, 45	142,572	MHS 2.93		\$417,736
Integrated Co	BVCSOCSDV: DTH Co-occurring		01	57,000	CM	2.27	129,390
Integrated Co- Occurring Treatment - CM & MHS	Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	10, 30, 40, 45	210,513	MHS	2.93	\$616,803
			01	85,320	CM	2.27	\$193,676
MCSTART 0-5 - CM, MHS & MS	BUCSOC: DTH MCSTART	15	10, 30, 40, 45	360,766	MHS	2.93	\$1,057,044
			60	34,570	MS	5.42	\$187,369
	BUCSOC2: DTH		01	40,300	CM	2.27	\$91,481
MCSTART 6-11 – CM, MHS & MS	MCSTART 6-11 & BUCSOCDSES: DTH MCSTART	15	10, 30, 40, 45	196,924	MHS	2.93	\$576,987
	6-11 DSES		60	21,600	MS	5.42	117,072
Nueva Esperanza	27CX: DTH Nueva	,	01	7,449	CM	2.27	\$16,909
- CM & MHS	Esperanza	15	10, 30, 40, 45	160,608	MHS	2.93	\$470,582
	GD GG G G		01-09	23,378	CM	2.27	\$53,068
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	10-19	167,258	MHS	2.93	\$490,066
			SUB	TOTAL ANN	UAL AN	OUNT	\$4,466,225
			Le	ess Contractor	r Match	Amount	(\$140,335)
	TOTAL M	<b>AXIMUN</b>	<u>I ANNUAI</u>	L AMOUNT 1	FOR FY	2016-17	\$4,325,890

	Door To Ho	pe: Provis	ional Rates	for FY 2017-18	8		
Service Description	Avatar Program Code & Description	Mode of Service	Service Function Code	FY 2017-18 Units of Service (est.)	Estimat CMA R Unit of FY 20	Estimated Total FY 2017-18	
Families First &	CCCSOC: DTH		01	21,164	CM	2.27	\$48,042
Foremost and Expansion - CM & MHS	Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	10, 30, 45	142,572	MHS	2.93	\$417,736
	BVCSOCSDV:		01	57,000	CM	2.27	\$129,390
Integrated Co- Occurring Treatment – CM & MHS	DTH Co-occurring Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	10, 30, 40, 45	210,513	MHS	2.93	\$616,803
	BUCSOC: DTH MCSTART		01	85,320	CM	2.27	\$193,676
MCSTART 0-5 - CM, MHS & MS		15	10, 30, 40, 45	360,766	MHS	2.93	\$1,057,044
			60*	12,000	MS	5.42	\$65,040
	BUCSOC2: DTH		01	40,300	CM	2.27	\$91,481
MCSTART 6-11 – CM, MHS & MS	MCSTART 6-11 & BUCSOCDSES: DTH MCSTART	15	10, 30, 40, 45	196,924	MHS	2.93	\$576,987
	6-11 DSES		60*	8,000	MS	5.42	\$43,360
N E	ARCTI DEVIN		01	7,449	CM	2.27	\$16,909
Nueva Esperanza – CM & MHS	27CX: DTH Nueva Esperanza	15	10, 30, 40, 45	160,608	MHS	MHS 2.93	
			01-09	23,378	CM	2.27	\$53,068
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	10-19	167,258	MHS	2.93	\$490,066
	TOTAL MA	AXIMUM	ANNUAI	AMOUNT	FOR FY	2017-18	\$4,270,184

Effective 01/01/2018, Medication Support (MS) Services are no longer provided under this contract.

#### **B. FUNDING SOURCES**

ANNU	ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2015-16												
												Total County	
										Other		Maximum	
	Units of	FFP/N	Medi-					,	Other	C	ontractor	F	ınding Per
PROGRAM	Service	C	al		EPSDT		MHSA		DSS		Match		Program
Foremost and													
Expansion	183,770	\$ 24	14,464	\$	195,571	\$	-	\$	15,000	\$	33,893	\$	488,927
Integrated Co-													
Occurring Treatment	298,147	\$ 24	0,621	\$	192,497	\$	368,952	\$	-	\$	_	\$	802,069
MCSTART 0-5	549,255	\$ 78	37,603	\$	630,083	\$	79,218	\$	-	\$	121,502	\$	1,618,406
MCSTART 6-11	213,303	\$ 32	24,384	\$	259,507	\$	34,877	\$	30,000	\$	-	\$	648,768
Nueva Esperanza	211,126	\$ 30	3,346	\$	86,866	\$	196,479	\$	20,000	\$	_	\$	606,692
Santa Lucia	163,977	\$ 22	28,941	\$	183,152	\$	45,788	\$	-	\$	_	\$	457,881
TOTALS	1,619,578	\$ 2,12	9,358	\$	1,547,676	\$	725,314	\$	65,000	\$	155,395	\$	4,622,743
Less Contractor Match Amount												\$	(155,395)
				T	OTAL MAX	IM	UM ANNU	JAL	AMOUN	TF	Y 2015-16	\$	4,467,348

ANNU	ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2016-17											
PROGRAM	Units of Service	FFP/Medi- Cal	EPSDT		MHSA		Other DSS		Other Contractor Match		F.	otal County Maximum unding Per Program
Families First &												
Foremost and												
Expansion	163,736	\$ 232,889	\$	185,691	\$	-	\$	15,000	\$	32,198	\$	465,778
Integrated Co-												
Occurring Treatment	267,513	\$ 223,858	\$	179,086	\$	343,249	\$		\$		\$	746,193
MCSTART 0-5	480,656	\$ 704,664	\$	560,855	\$	64,434	\$	_	\$	108,137	\$	1,438,090
MCSTART 6-11	258,824	\$ 392,770	\$	314,216	\$	48,554	\$	30,000	\$	_	\$	785,540
Nueva Esperanza	168,057	\$ 243,745	\$	68,249	\$	155,497	\$	20,000	\$		\$	487,490
Santa Lucia	190,636	\$ 271,567	\$	217,254	\$	54,313	\$		\$	-	\$	543,134
TOTALS	1,529,422	\$ 2,069,493	\$	1,525,351	\$	666,047	\$	65,000	\$	140,335	\$	4,466,225
						Less	Coi	itractor N	late	h Amount	\$	(140,335)
			T	OTAL MAX	IM	UM ANNU	AL	<b>AMOUN</b>	ΤF	Y 2016-17	\$	4,325,890

ANNUAL N	AXIMUM AI	MOUNT/LIABILIT	TY BY FUNDIN	G SOURCE F	OR FY 2017-	18
PROGRAM	Units of Service	FFP/Medi-Cal	EPSDT	MHS A	Other DSS	Total County Maximum Funding Per Program
Families First &						
Foremost and						
Expansion	163,736	232,889	217,889	_	15,000	465,778
Integrated Co-						
Occurring Treatment	267,513	223,858	179,086	343,249	-	746,193
MCSTART 0-5	458,086	644,722	513,146	157,891	-	1,315,760
MCSTART 6-11	245,224	355,914	284,731	41,183	30,000	711,828
Nueva Esperanza	168,057	243,745	68,249	155,497	20,000	487,490
Santa Lucia	190,636	271,567	217,254	54,313	-	543,134
TOTALS	1,493,252	1,972,695	1,480,355	752,133	65,000	4,270,183
		TOTAL MA	XIMUM ANNU	JAL AMOUNT	FY 2017-18	4,270,183

#### C. MATCH REQUIREMENTS

#### 1. FAMILIES FIRST & FOREMOST (FFF) EXPANSION PROGRAM

CONTRACTOR shall provide a funding match in the amount of <u>\$33,893</u> for Fiscal Year 2015-16 and <u>\$32,198</u> for Fiscal Year 2016-17 during the term of this Agreement. The match amount will be deducted from the total amount of provisional funds disbursed on a monthly pro-rated basis.

#### 2. MCSTART 0 – 5 PROGRAM

CONTRACTOR shall provide a funding match in the amount of <u>\$121,502</u> for Fiscal Year 2015-16 and <u>\$108,137</u> for Fiscal Year 2016-17 during the term of this Agreement. The match amount will be deducted from the total amount of provisional funds disbursed on a monthly pro-rated basis.

#### 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). 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-2, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-2, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G-1, 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-1, 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 \$13,063,421 for services rendered under this Agreement.
- B. Maximum Annual Liability:

PROGRAM	A	2015-16 NNUAL MOUNT	Y 2016-17 ANNUAL AMOUNT	A	Y 2017-18 NNUAL MOUNT	ł .	EAR TOTAL PROGRAM
Families First & Foremost and							
Expansion	\$	455,034	\$ 433,580	\$	465,778	\$	1,354,392
Integrated Co-Occurring Treatment	\$	802,069	\$ 746,193	\$	746,193	\$	2,294,455
MCSTART 0-5	\$	1,496,904	\$ 1,329,953	\$	1,315,760	\$	4,142,617
MCSTART 6-11	\$	648,768	\$ 785,540	\$	711,828	\$	2,146,136
Nueva Esperanza Adults &							
Children	\$	606,692	\$ 487,490	\$	487,490	\$	1,581,672
Santa Lucia	\$	457,881	\$ 543,134	\$	543,134	\$	1,544,149
TOTAL AGREEMENT MAXIMUM COUNTY OBLIGATION PER FISCAL YEAR	\$ 4	1,467,348	\$ 4,325,890	\$	4,270,183	\$	13,063,421

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

#### VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. <u>Allowable Costs</u>: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H-1. Only the costs listed in Exhibit H-1 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. <u>Cost Control</u>: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H-1, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. <u>Adjustment of Claims Based on Other Data and Information</u>: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

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

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries 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, 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 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 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, 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 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, 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, 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 offset 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 Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the

expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

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

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-2, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request

each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit 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."

8-18-5

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Contract Term: July 1, 2015 - June 30, 2018	July 1, 2015 -	June 3(	), 2018							Final I	nvoice :	Final Invoice: (Check if Yes)				
BH Bureau : Mental Health	Mental Health											BH Cont	rol Number	BH Control Number		
Service Description	Mode of Service	SFC	Procedure	Rate of Reimbursement per Unit	Total Contracted UOS FY 2018	UOS Delivered this Period	Total UOS Delivered as of Last Períod	UOS Delivered to Date	% Delivered to Date of Contracted	Remaining Deliverables	% of Remaining Deliverables	Total	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
ase Management	15	5	301	2.27	23,378				3	23,378	100.0%	53,068			53,068.06	100.0%
ental Health Services	15	1	1	2.93	167,258					167,258	100.0%	490,066	:		490,065.94	100.0%
Collateral	15	9	311	2.93				-	ł	I						-
Assessment/Evaluation	15	30	331	2.93	I			1	1	ı	ı			ı	ı	į
Individual Counseling	15	40	341	2.93	ı			i	1	***	1	1		3	1	į
Group Counseling	15	90	351	2.93				<b>L</b>	***	***				***	****	ı
Rehabilitation	15	45	381	2.93				***	***	***		***		****	****	
Plan Development	15	45	391	2.93	***			1	1	1	!	1		1	1	1
TOTALS					190.636				1	190,636	\$	543.134			543,134	100.0%
effity that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those	e is, to the best of m	y knowledę tunder the	ge, complete an provision of tha	nd accurate; the amount contract. Full just	ount requested for re	simbursement is records for those										
Signature:	addices manages.											Date:				ļ
Title:				Dire	Director of Finance							Telephone:		831-758-0181	0181	
and to:	Behavioral Health Claims Section MCHDBHFinance@co.monterey.ca.us	Claims S	ection terev.ca.us	* L							Behavioral	Behavioral Health Authorization for Payment	on for Payment			
										Authorized	Authorized Signatory			,	Date	Œ
							-				, , , , , , , , , , , , , , , , , , , ,					

100%

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