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AMENDMENT NO. 1 TO AGREEMENT A-16989

This Amendment No. 1 to Agreement A-16989 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Castlewood Holding Company, dba Alsana An Eating Recovery, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-16989 dated July 9, 2024 (Agreement); and

WHEREAS, the parties desire to amend the Agreement as specified below;

1. Add Day Treatment and Intensive Outpatient Services and funding for Youth ages 12 to 17 years for FYs 2024-27.
2. Increase the contract amount by $681,700 for Day Treatment and Intensive Outpatient Services for Youth for a new total Agreement amount of $5,135,795 effective February 1, 2025.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. This Amendment increases the contract amount by **$681,700** for a new contract amount of **$5,135,795** effective February 1, 2025.

4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-16989 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment shall be attached to the original Agreement executed by the County on July 9, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-16989 as of the day and year written below.

COUNTY OF MONTEREY	ALSANA
	DocuSigned by: Jordan Watson 86AEBE6F20B5489...
By: Elsa Mendoza Jimenez Director of Health Services	By: Jordan Watson, President /CEO
Date:	Date: 1/29/2025 | 4:59 PM PST
Approved as to Form	Signed by: Lance Sorenson 54222315E8C542D...
DocuSigned by: Kevin Serrano CF464EA4829E4B5...	By: Lance Sorenson, CFO
By: Office of County Counsel[1]	
Date: 1/30/2025 | 11:04 AM PST	Date: 1/30/2025 | 9:05 AM PST
Approved as to Fiscal Provisions	
DocuSigned by: Patricia Ruiz E79EF64E57454F6...	
By: Auditor-Controller[2]	
Date: 1/30/2025 | 1:24 PM PST	
Approved as to Liability Provisions	
By: Risk Management[3]	
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.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

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

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EXHIBIT A-1: PROGRAM(S) DESCRIPTION(S)

I. IDENTIFICATION OF PROVIDER

Alsana An Eating Recovery
31248 Oak Crest Dr., Suite 220
West Lake Village, CA 91361-4692
(435) 229-5168

Site Locations: 213 17 Mile Dr., Pacific Grove, CA, 93950.
901 Olive St., Suite A., Santa Barbara, CA, 93101
31248 Oak Crest Dr., Suite 220., West Lake Village, CA, 91361
166 Toro Canyon Rd., Carpinteria, CA, 93013
913 Bruce Circle Thousand Oaks, CA, 91362
10 Harris Ct., Bldg. C Ste. 6., Monterey, CA, 93940
1590 La Granada Dr Thousand Oaks, CA 91362
1235 Sunset Hills Blvd Thousand Oaks, CA 91360

II. PROGRAM GOALS AND OBJECTIVES

PROGRAM 1:
ADULT RESIDENTIAL SERVICES

Contractor will provide specialized, personalized residential treatment for both female and male adults with eating disorders as a primary diagnosis. Contractor will provide 24/7 on-site nursing, 3 sessions a week with Primary Therapist, 2 sessions a week with Registered Dietitian, 1+ sessions a week with a Psychiatrist, up to 6 groups/day (process and skills), weekly family group and monthly family intensive program services. The average estimated treatment period / residential stay is from 45-90 days.

A. TREATMENT SERVICES

1. **Description**

Tailored services for adults with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

a. Cognitive-Behavioral Therapy (CBT)

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b. Dialectical Behavioral Therapy (DBT)
c. Acceptance and Commitment Therapy (ACT)
d. EMDR is available on a case by case basis at our RTC
e. Weekly sessions with their RD helps to build skills around food, learning to meal plan, grocery shop, etc. Psychoeducation
f. Opportunities to learn snack/meal portioning in our kitchen with RD, chef, direct care staff, etc.
g. Opportunities for meal exposures to challenge food fears/rules
h. Body Acceptance
i. Mindfulness

2. Provider shall comply with Utilization Management requirements including contacting a Utilization Manager for any additional authorization(s) or any different type of treatment not otherwise indicated as necessary. An authorization is required for all services rendered and is subject to patient eligibility at the time of service.

3. All services will be consistent with the initial and updated treatment plans the client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION / CATCHMENT AREA TO BE SERVED

County of Monterey adult beneficiaries as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, BHSM I, ACCESS Program
County of Monterey Health Department
Behavioral Health Bureau
1441 Constitution Blvd. Ste. 202
Salinas, CA 93906
(831) 755-4545

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PROGRAM 2:
ADULT DAY TREATMENT SERVICES

Contractor will provide specialized, personalized day treatment service for both female and male adults with eating disorders as a primary diagnosis. Contractor will provide 8 hours of programming a day, 1 session a week with Primary Therapist, 1 session a week with Registered Dietitian, 1 session a week with a Psychiatrist, 1 session a week to provide support in programing, up to 4 groups/day (process and skills), weekly family group and monthly family intensive program services. The average estimated day treatment period is from 45-90 days.

A. TREATMENT SERVICES

1. Description

Tailored services for adults with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

a. Cognitive-Behavioral Therapy (CBT)
b. Dialectical Behavioral Therapy (DBT)
c. Acceptance and Commitment Therapy (ACT)
d. EMDR is available on a case by case basis at our RTC
e. Weekly sessions with their RD helps to build skills around food, learning to meal plan, grocery shop, etc. Psychoeducation
f. Opportunities to learn snack/meal portioning in our kitchen with RD, chef, direct care staff, etc.
g. Opportunities for meal exposures to challenge food fears/rules
h. Body Acceptance
i. Mindfulness

2. Provider shall comply with Utilization Management requirements including contacting a Utilization Manager for any additional authorization(s) or any different type of treatment not otherwise indicated as necessary. An authorization is required for all services rendered and is subject to patient eligibility at the time of service.

3. All services will be consistent with the initial and updated treatment plans the client's progress in treatment will be re-evaluated prior to requesting additional services.

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B. POPULATION / CATCHMENT AREA TO BE SERVED

County of Monterey adult beneficiaries as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

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PROGRAM 3:
ADULT INTENSIVE OUTPATIENT SERVICES

Contractor will provide specialized, personalized residential treatment for both female and male adults with eating disorders as a primary diagnosis. Contractor will provide 4 hours of programming a day, 1 session a week with Primary Therapist, 1 session a week with Registered Dietitian, 2 session a week to provide support in programing, up to 2 groups/day (process and skills). The average estimated intensive outpatient treatment period is from 45-90 days.

A. TREATMENT SERVICES

1. Description

Tailored services for adults with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

a. Cognitive-Behavioral Therapy (CBT)
b. Dialectical Behavioral Therapy (DBT)
c. Acceptance and Commitment Therapy (ACT)
d EMDR is available on a case by case basis at our RTC
e. Weekly sessions with their RD helps to build skills around food, learning to meal plan, grocery shop, etc.
f. Opportunities to learn snack/meal portioning in our kitchen with RD, chef, direct care staff, etc.
g. Opportunities for meal exposures to challenge food fears/rules
h. Body Acceptance
i. Mindfulness

2. Provider shall comply with Utilization Management requirements including contacting a Utilization Manager for any additional authorization(s) or any different type of treatment not otherwise indicated as necessary. An authorization is required for all services rendered and is subject to patient eligibility at the time of service.

3. All services will be consistent with the initial and updated treatment plans the client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION / CATCHMENT AREA TO BE SERVED

County of Monterey adult beneficiaries as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

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C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

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PROGRAM 4:
YOUTH DAY TREATMENT SERVICES

Contractor will provide specialized, personalized day treatment service for youth, both female and male, ages 12 to 17yrs with eating disorders as a primary diagnosis. Contractor will provide 6 ½ hours of programming a day, 1 session a week with Primary Therapist, 1 session a week with Registered Dietitian, 1 session a week with a psychiatrist, 1 session a week to provide support in programing, up to 4 groups/day (process and skills), weekly family group and monthly family intensive program services. The average estimated day treatment period is from 14-42 days.

A. TREATMENT SERVICES

1. Description

Tailored services for youth with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

a. Cognitive-Behavioral Therapy (CBT)
b. Dialectical Behavioral Therapy (DBT)
c. Acceptance and Commitment Therapy (ACT)
d. EMDR is available on a case-by-case basis at our RTC
e. Weekly sessions with their RD helps to build skills around food, learning to meal plan, grocery shop, etc. Psychoeducation
f. Opportunities to learn snack/meal portioning in our kitchen with RD, chef, direct care staff, etc.
g. Opportunities for meal exposures to challenge food fears/rules
h. Body Acceptance
i. Mindfulness

2. Provider shall comply with Utilization Management requirements including contacting a Utilization Manager for any additional authorization(s) or any different type of treatment not otherwise indicated as necessary. An authorization is required for all services rendered and is subject to patient eligibility at the time of service.

3. All services will be consistent with the initial and updated treatment plans the client's progress in treatment will be re-evaluated prior to requesting additional services.

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B. POPULATION / CATCHMENT AREA TO BE SERVED

County of Monterey youth beneficiaries ages 12-17 years of age as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

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PROGRAM 5:
YOUTH INTENSIVE OUTPATIENT SERVICES

Contractor will provide specialized, personalized residential treatment for youth, both female and male, ages 12 to 17yrs with eating disorders as a primary diagnosis. Contractor will provide 3 ½ hours of programming a day, 1 session a week with Primary Therapist, 1 session a week with Registered Dietitian, 2 session a week to provide support in programing, up to 2 groups/day (process and skills). The average estimated intensive outpatient treatment period is from 42-252 days.

A. TREATMENT SERVICES

1. **Description**

Tailored services for youth with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

a. Cognitive-Behavioral Therapy (CBT)
b. Dialectical Behavioral Therapy (DBT)
c. Acceptance and Commitment Therapy (ACT)
d EMDR is available on a case by case basis at our RTC

j. Weekly sessions with their RD helps to build skills around food, learning to meal plan, grocery shop, etc.
k. Opportunities to learn snack/meal portioning in our kitchen with RD, chef, direct care staff, etc.
l. Opportunities for meal exposures to challenge food fears/rules
m. Body Acceptance
n. Mindfulness

2. Provider shall comply with Utilization Management requirements including contacting a Utilization Manager for any additional authorization(s) or any different type of treatment not otherwise indicated as necessary. An authorization is required for all services rendered and is subject to patient eligibility at the time of service.

3. All services will be consistent with the initial and updated treatment plans the client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION / CATCHMENT AREA TO BE SERVED

County of Monterey youth beneficiaries 12-17 years of age as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

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C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall cooperate with the transfer of records as may be required.

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III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42

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of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

a. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

b. The client has at least one of the following:

   i. A significant impairment,

   ii. A reasonable probability of significant deterioration in an important area of life functioning,

   iii. A reasonable probability of not progressing developmentally as appropriate, or

   iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

   v. The client's condition listed above is due to one of the following:

      (i) A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

      (j) A suspected mental health disorder that has not yet been diagnosed.

      (k) Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

   a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code

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section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

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F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

   b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances

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that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

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1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

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3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates, Negotiated Rates, and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

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

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

CONTRACTOR may exceed units within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total amount not to exceed **$5,135,795.00** for **FYs 2024-2027:**

Adult Services FY 2024-2025			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Residential Services	365	$ 1,925.00	$ 702,625.00
Day Treatment Services	365	$ 1,263.00	$ 460,995.00
Intensive Outpatient Services	365	$ 733.00	$ 267,545.00
FY 2024-2025 Maximum Liability Amount			**$ 1,431,165.00**

Youth Services FY 2024-2025 (Effective February 1, 2025)			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Day Treatment Services	25	$ 1,263.00	$ 31,575.00
Intensive Outpatient Services	25	$ 733.00	$ 18,325.00
FY 2024-2025 Maximum Liability Amount			**$ 49,900.00**

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Adult Services FY 2025-2026			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Residential Services	365	$ 2,005.00	$ 731,825.00
Day Treatment Services	365	$ 1,314.00	$ 479,610.00
Intensive Outpatient Services	365	$ 762.00	$ 278,130.00
FY 2025-2026 Maximum Liability Amount			**$ 1,489,565.00**

Youth Services FY 2025-2026			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Day Treatment Services	150	$ 1,314.00	$ 197,100.00
Intensive Outpatient Services	150	$ 762.00	$ 114,300.00
FY 2025-2026 Maximum Liability Amount			**$ 311,400.00**

Adult Sevcies FY 2026-2027			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Residential Services	365	$ 2,065.00	$ 753,725.00
Day Treatment Services	365	$ 1,353.00	$ 493,845.00
Intensive Outpatient Services	365	$ 783.00	$ 285,795.00
FY 2026-2027 Maximum Liability Amount			**$ 1,533,365.00**

Youth Services FY 2026-2027			
Program Description	**Estimated UOS**	**Rate**	**Total Amount**
Day Treatment Services	150	$ 1,353.00	$ 202,950.00
Intensive Outpatient Services	150	$ 783.00	$ 117,450.00
FY 2026-2027 Maximum Liability Amount			**$ 320,400.00**

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.

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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 Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate 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 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 Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (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, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

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 **$5,135,795.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

Adult Services Total Maximum Liability Per FY		
Fical Year	**Total FY Amount**	
FY 2024-2025	$	1,431,165.00
FY 2025-2026	$	1,489,565.00
FY 2026-2027	$	1,533,365.00
Total Maximum Liability	**$**	**4,454,095.00**
Youth Services Total Maximum Liability Per FY		
Fical Year	**Total FY Amount**	
FY 2024-2025	$	49,900.00
FY 2025-2026	$	311,400.00
FY 2026-2027	$	320,400.00
Total Maximum Liability	**$**	**681,700.00**
Total Maximum Liability		**$ 5,135,795.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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. 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 and 2 C.F.R. § 230. 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.

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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

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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 undertaking 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 daytime 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.

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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 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 II (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 fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

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) 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) 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

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

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