AMENDMENT NO. 1 TO AGREEMENT A-17250 BY AND BETWEEN COUNTY OF MONTEREY & PROMESA BEHAVIORAL HEALTH

THIS AMENDMENT is made to MENTAL HEALTH SERVICES AGREEMENT **A-17250** by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PROMESA BEHAVIORAL HEALTH.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into a twenty-one month MENTAL HEALTH SEVICES AGREEMENT in the amount of $36,426 for the term of September 3, 2024 to June 30, 2026.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Add $34,224 in Fiscal Year (FY) 2024-2025, $112,708 in Fiscal Year (FY) 2025-2026
2. Provide $134,804 in additional funding and extend the term of the Agreement through Fiscal Year (FY) 2026-2027
3. Revise Program Description
4. Revise Payment and Billing Provisions

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

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.

4. Section V.A. "Term" shall be amended by removing "This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**." and replacing it with "This Agreement shall be shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2027**."

5. This AMENDMENT NO. 1 shall be effective September 3, 2024.

6. This Amendment increases the contract amount by $281,736 for a revised total agreement amount not to exceed $318,162.

7. A copy of AMENDMENT NO. 1 to Agreement A-17250 shall be attached to the original AGREEMENT executed by the County on March 26, 2025.

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

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF484EA4829E4B5...
County Counsel

Date: 7/22/2025

Approved as to Fiscal Provisions [2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/23/2025

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

PROMESA BEHAVIORAL HEALTH

By: Signed by: Lisa Weigant 91C2F9ED6138436...
(Signature of Chair, President, or Vice-President)*

Lisa Weigant, CEO
Name and title

Date: 7/22/2025

By: Signed by: Erlan Zuniga B15611B15127458...
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurer)*

Erlan Zuniga, CFO
Name and Title

Date: 7/22/2025

County Board of Supervisors' Agreement Number:

*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 to Insurance or Indemnification provisions

EXHIBIT A: PROGRAM DESCRIPTION

SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter- Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.

i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

1. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
2. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
3. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

E. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to **three (3)** youth, for Fiscal Year (FY) 24/25, **four (4)** youth, for Fiscal Year (FY) 25/26 and four **(4) youth** for Fiscal Year (FY) 26/27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6,903
Mental Health Rehab Specialist			2,896
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			11,358

Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Fiscal Year (FY) 2026-2027			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Services shall be coded under Avatar program Name/Code

	Address	Code
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):
The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	Address
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

F. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	3
2025-2026	4
2026-2027	4

G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://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: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

I. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.

A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

J. LEGAL STATUS

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

K. OVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

L. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
   a. Total number of children/youths served
   b. Number of CFT meetings attended per quarter
   c. Number of children/youths who have returned to lower levels of care
   d. Report on each Outcome Objective in Section III.

M. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

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 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet <u>either</u> 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:

a. 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).

b. A suspected mental health disorder that has not yet been diagnosed.

c. 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 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.

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 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

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.

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.

V. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action

- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional 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-1 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be reimbursed the following negotiated rates for services. Rendering Staff Type shall provide services according to the Monterey County Behavioral Health Specialty Mental Health Services Documentation Manual, Scope of Practice.

CONTRACTOR may exceed units by clinician 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 for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$318,162** for **FY 2024-2027** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519	$ 16.99	$ 8,818
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6903	$ 4.42	$ 30,511
Mental Health Rehab Specialist			2896	$ 3.33	$ 9,644
Peer Recovery Specialist			520	$ 3.33	$ 1,732
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732
Total Maximum Amount FY 2024-25					**$ 52,437**

Fiscal Year (FY) 2025-26

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 16.99	$ 22,019
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.42	$ 77,014
Mental Health Rehab Specialist			7296	$ 3.33	$ 24,296
Peer Recovery Specialist			1140	$ 3.33	$ 3,796
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.33	$ 3,796
Total Maximum Amount FY 2025-26					**$ 130,921**

Fiscal Year (FY) 2026-27

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 17.50	$ 22,680
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.55	$ 79,279
Mental Health Rehab Specialist			7296	$ 3.43	$ 25,025
Peer Recovery Specialist			1140	$ 3.43	$ 3,910
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.43	$ 3,910
Total Maximum Amount FY 2026-27					**$ 134,804**

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 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.

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 **$318,162** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$52,437
July 1, 2025 to June 30, 2026	$130,921
July 1, 2026 – June 30, 2027	$134,804
TOTAL MAXIMUM COUNTY OBLIGATION:	**$318,162**

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

D. 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.

E. 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.

F. 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.

G. 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.

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries 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.

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

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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