

SECOND AMENDMENT TO THE AGREEMENT WITH FAMILY SERVICE AGENCY
OF SAN MATEO COUNTY, INC.

THIS SECOND AMENDMENT, entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and the FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC. (hereinafter called "Contractor"),

WITNESETH:

WHEREAS, on December 16, 2003, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, on June 11, 2004, the parties hereto entered into an Amendment (hereinafter referred to as the "First Amendment") to allow the withholding of payment for services if certain requirements were not met; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend that Original Agreement by extending the term of the Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Paragraph 3. Payments is hereby deleted and replaced with the following:

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" (revision of January 2005), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B" (revision of January 2005). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable or the documentation of the work in the medical record fails to meet State and Federal Medi-Cal Program requirements. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$1,300,464).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the following:

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through March 31, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Exhibit A is hereby deleted and replaced with the Exhibit A (revision of January 2005) attached hereto.
4. Exhibit B is hereby deleted and replaced with the Exhibit B (revision of January 2005) attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including but not limited to all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

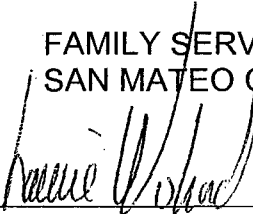
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Original Agreement with Contractor, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

FAMILY SERVICE AGENCY of
SAN MATEO COUNTY, INC.

By: _____
Richard S. Gordon
President, Board of Supervisors

By:  _____

Date: _____

Date: 3/4/05 _____

Exhibit "A" (revision of January 2005)
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.: 2003-05

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. SERVICES

Contractor shall provide Child Abuse Treatment Program Services. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. CHILD ABUSE TREATMENT PROGRAM

1. Contractor shall provide mental health services to abused children/youth youth. Contractor shall also provide services to the families of abused children/youth around the effects of the abuse on the children/youth. All referrals to the program shall be made directly by a Children and Family Services worker. For all referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the client's legal guardian for the release of information from the Contractor to Children and Family Services. All program activities shall be available in both English and Spanish. Services shall be provided based upon medical necessity, and shall include:
 - a. assessment;
 - b. individual therapy;
 - c. group therapy and counseling;
 - d. collateral services and family counseling/therapy;
 - e. crisis intervention (once client is accepted into program);
 - f. case management/brokerage;
 - g. home and school visits as needed;
 - h. client centered interagency collaboration;
 - i. program-related interagency collaboration;
 - j. rehabilitation services (e.g., daily living skills);
 - k. transportation time required to bring children to group treatment and parents for non-offending parent Spanish-speaking group, if numbers warrant; and

- i. childcare for parents served Monday through Wednesday at the San Mateo office and at least one (1) night a week at the Redwood City office, if numbers warrant.
2. Contractor shall provide approximate five hundred eighty-six thousand five hundred seventy-four (586,574) units of services. One (1) unit equals one (1) minute of mental health service.
3. Contractor shall serve approximately two hundred fifty (250) Medi-Cal unduplicated clients between July 1, 2003 and March 31, 2005. The above notwithstanding, for the time period January 15, 2005 through March 31, 2005, Contractor shall serve and County shall reimburse for services provided to youth who 1) were referred by child welfare, 2) were in treatment as of January 15, 2005, and 3) for whom there is no Medi-Cal funding or any other source of funding.
4. Contractor shall provide services at three (3) offices: San Mateo, Redwood City, and Daly City
5. Contractor shall adhere to the following guidelines.
 - a. Contractor's staff shall attempt to contact the family within two (2) working days of receipt of complete referral. Any and all incomplete referrals shall be faxed to the Children and Family Services worker within one (1) working day of receipt.
 - b. After first (1st) contact, the first appointment for the assessment shall take place within five (5) working days.
 - c. The assessment shall be completed within ten (10) working days of the first appointment.
 - d. Assigned treatment shall begin within two (2) weeks of the completion of the assessment.
 - e. Contractor shall e-mail or fax information regarding the designation of treatment provider to the Children and Family Services Division within one (1) working day of the designation.
6. Contractor shall participate in State Department of Mental Health related evaluation activities.
7. Contractor shall participate with Mental Health Services Division in clinical review of all clients receiving services on a monthly basis for a minimum of one (1) year.

8. Contractor shall notify Children and Family Services Social Worker after one (1) unexcused appointment or two (2) consecutive excused absences by client.

B. Communication between Contractor and Children and Family Services

1. Assessments – Contractor

Within two weeks of completing an assessment on a family or individual the Contractor Therapist shall mail a copy of the completed assessment to the assigned Children and Family Services Social Worker.

If the family is considered high risk for abuse, either due to the potential abuser having current access to the child, or would be at high risk if there were unsupervised visits or reunification, or for any other reason, the Contractor Therapist shall notify the assigned Children and Family Services Social Worker immediately by phone. The Contractor Therapist will also fax the completed assessment to the assigned Children and Family Services Social Worker within one (1) working day.

2. Treatment – Contractor

- a. If at anytime during the course of treatment the Contractor Therapist determines the family: 1) to be at high risk for abuse due to a potential abuser having current access to a child, or 2) would be high risk if there were unsupervised visits between a potential abuser and a child, or reunification of a potential abuser and a child, the assigned Children and Family Services Social Worker shall be notified of that determination of risk immediately by phone. In addition the Contractor Therapist shall fax the written determination of risk to the Children and Family Services Social Worker within one (1) working day.
- b. For families under court supervision, Contractor will submit a summary of treatment that is due with each court report.
- c. For families not under court supervision, the Contractor Therapist will send an update to the Children and Family Services Social Worker after each case treatment planning conference, which shall be held at a minimum of once every six months.

- d. The Children and Family Services Social Worker will inform the Contractor Therapist of any changes in status as to supervised to unsupervised visits or reunification. If the Contractor Therapist believes such change will put the child at risk, a written statement to that effect shall be faxed immediately to the Children and Family Services Social Worker and Supervisor, who will make the final decision in the case. Contractor Therapist shall immediately call the Children and Family Services Social Worker and Supervisor to notify them that the written statement has been faxed.

3. Risk Assessment – Contractor

If the Contractor Therapist completes a risk assessment anytime during the course of treatment, the risk assessment report must be shared with the Children and Family Services Social Worker immediately by phone and a completed assessment report must be faxed to the Children and Family Services Social Worker within one (1) working day.

4. Children and Family Services responsibilities

- a. If a Children and Family Services Social Worker is reassigned, that social worker will immediately inform Contractor of the change. The new assigned social worker will also immediately inform Contractor of that assignment. The determination that the case is high risk will be noted in the transfer summary.
- b. When the Children and Family Services Social Worker determines that a case can be closed, he/she will notify the Contractor Therapist prior to closing the case.

II. RECORDS AND ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 12 of the Agreement and Paragraph I.O.4 of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

- B. Contractor shall submit a copy of any licensing report issued by licensing agency to County Mental Health Division Children and Youth Services Deputy Director.
- C. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
- D. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Effective January 1, 2004, County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Services Agency.
- E. Contractor shall complete all State evaluation requirements.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
- H. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.
- I. Advance Directives (Effective May 1, 2004)

Contractor will comply with County policies and procedures relating to advance directives.
- J. Beneficiary Rights (Effective May 1, 2004)

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans (Effective May 1, 2004)

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. Availability and Accessibility of Services (Effective May 1, 2004)

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct (Effective May 1, 2004)

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

III. GOALS AND OBJECTIVES

A. Child Abuse Treatment Program

Goal 1: Contractor shall maintain clients served in the least restrictive settings

Objective 1: Ninety-five percent (95%) of children served will be maintained in family home or home-like setting (foster home) after six (6) months of receiving services.

Goal 2: Contractor shall reduce re-incidence of child abuse, molestation, or neglect.

Objective 1: At least ninety-five percent (95%) of families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment.

Goal 3: Contractor shall complete treatment in a reasonable amount of time to ameliorate problems

Objective 1: No more than ten percent (10%) of unduplicated clients will be in treatment more than two (2) years.

Goal 4: Contractor shall effectively manage the care of clients with the result of providing service to more clients under this Agreement.

Objective 1: Contractor shall provide service to approximately two hundred twenty-five (225) clients with an average of two thousand three hundred forty-one (2,341) units of service per client.

Goal 5: Contractor shall enhance program's cultural competence. Contractor shall seek a racial and sexual parity of volunteers and staff members to the client population.

Objective 1: Contractor shall receive at least one (1) training in some aspect of cultural competency or diversity between July 1, 2003 and June 30, 2004.

Goal 6: Contractor shall develop a family-professional partnership for all child and youth services.

Objective 1: At least ninety percent (90%) of parents or other caregivers shall be involved in the assessment and development of service plan (i.e., signing of service plan) of their child.

Exhibit "B" (revision of January 2005)
FAMILY SERVICE AGENCY OF SAN MATEO COUNTY, INC.: 2003-05

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

- A. County shall pay Contractor at a rate of TWO DOLLARS TWENTY CENTS (\$2.20) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program, not to exceed five hundred eighty-six thousand five hundred seventy-four (586,574) total minutes for a total of ONE MILLION TWO HUNDRED NINETY THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$1,290,464). For the period July 1, 2004 through March 31, 2005, County shall pay Contractor eighty percent (80%) of Contractor's monthly invoiced amount upon County's receipt of each such invoice. County agrees to complete the audit/reconciliation of claims against such invoices and make any appropriate subsequent payments due to Contractor in a timely manner.
- B. The parties expect County shall pay Contractor an average of SIXTY-FOUR THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS (\$64,394) per month for an average of twenty-nine thousand two hundred seventy (29,270) minutes of service provided. This information is for County budget purposes only and is not intended to abrogate the fee for service payment structure of this agreement.
- C. The parties acknowledge that the services provided under this Agreement are being transitioned to another service provider. County shall reimburse Contractor the cost of all reasonable expenses incurred as a result of the transition process not to exceed TEN THOUSAND DOLLARS (\$10,000). All such expenses shall be preapproved by the Deputy Director of Youth Services or her designee to be eligible for County reimbursement. Notwithstanding the above, County shall reimburse Contractor FORTY-FIVE DOLLARS (\$45) per client chart copied for transition purposes. Such copying shall hereby be considered preapproved.

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION THREE HUNDRED THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$1,300,464).
- E. Payment shall be made on behalf of Medi-Cal eligible clients only. Approximately two hundred fifty (250) clients must be full scope Medi-Cal.
- F. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.
- G. The Director of Health Services or her designee may execute minor amendments and adjustments to this Agreement not to exceed the aggregate of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the term of the Agreement.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms and conditions of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to March 31, 2005, any payment to the Contractor shall be for those services Contractor has provided pursuant to this Agreement. Such payment shall be subject to the approval of the Director of Health Services.
- J. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the Federal Single Audit Act and OMB Circular A-133.

K. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

L. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

M. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

N. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.

2. Effective January 1, 2004, County shall make payment only for those services for which contractor has provided required clinical documentation. (See Exhibit A. II. D.) With the monthly invoice contractor must provide the required documentation for those services for which the contractor is claiming payment.

3. Completed service reporting form(s) will accompany the invoice and provide back-up detail for the invoiced services ("Service Reporting Form(s)"). The Service Reporting Form(s) will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Form(s).
4. Each month Contractor will provide a written summary of services rendered each such month ("Summary"). The Summary shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

O. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with EPSDT supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.
- P. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with Paragraph I.S. of this Exhibit B.
- Q. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in Paragraph I.D. of this Exhibit B.
- R. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated, subject to the provisions of Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- S. Contractor may rollover unspent funding from the County according to the following procedures.

1. Contractor shall submit a summary calculation of any savings 90 days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the summary calculation. Contractor may request to rollover some or all of any savings. The request must be made in writing to the Director of Mental Health Services or her designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the first succeeding fiscal year, Contractor may make subsequent request(s) to rollover the unspent funds to the succeeding fiscal year(s) by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the Director of Mental Health Services or her designee approves the request.
5. A final accounting of the rollover funds shall be submitted 90 days after the specific purpose has been completed, or 90 days after the end of the fiscal year in which rollover funds are spent, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.