

**AMENDMENT NO. 1  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15387  
BETWEEN COUNTY OF MONTEREY AND  
THE EPICENTER**

This Amendment No. 1 to Agreement A-15387 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and The Epicenter, hereinafter referred to as CONTRACTOR.

**WHEREAS**, on June 22, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15387, and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Add Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) and American Rescue Plan Act of 2021 (ARPA) Funding for FY's 2022-24.

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS. 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. This AMENDMENT NO. 1 shall be effective July 1, 2022.
5. This Amendment increases the contract amount by \$195,973 for a new contract amount of \$704,857.
6. A copy of the AMENDMENT NO. 1 shall be attached to the original Agreement executed by the COUNTY on June 22, 2021.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

**THE EPICENTER**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>  
DocuSigned by:  
By: Maivra Pantche  
County Council

Date: 4/25/2022 | 1:39 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
DocuSigned by:  
By: Burcu Mousa  
Auditor/Controller

Date: 4/27/2022 | 2:38 PM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor's Business Name\*  
The Epicenter  
(Signature of Chair, President,  
or Executive Director)

Date: 4/21/2022 | 2:52 PM PDT

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Date: \_\_\_\_\_  
Name and Title

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement. <sup>1</sup>Approval by County Council is required; if Agreement is \$100,000 and less approval by County Council is required only when modifications are made to any of the Agreement's standardized terms and conditions <sup>2</sup>Approval by Auditor-Controller is required <sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## **EXHIBIT A-1 PROGRAM DESCRIPTION**

### **PROGRAM ONE: FRIDAY NIGHT LIVE/CLUB LIVE**

#### **Program Location:**

The Epicenter  
152 West Gabilan St.  
Salinas, CA 93901  
(831) 800-3066

#### **Program Description**

The Friday Night Live (FNL) program is designed for high school-aged young people. It is motivated by youth-adult partnerships that create essential and powerful opportunities that enhance and improve local communities. Community service, social action activities, participation in advocacy for safe and healthy environments, and promotion of healthy policies are organized by youth to appeal to youth. The Epicenter will follow the Friday Night Live/Club Live Youth Development Standards of Practice as established by the California Friday Night Live Partnership (CNFLP) and which can be found here:

[FNL | Standards Of Practice \(tcoe.org\)](https://www.tcoe.org/fnl-standards-of-practice)

Club Live (CL) is an extension of the successful Friday Night Live program and is aimed at middle school age students. CL fosters resiliency and protective factors through the development of action-oriented chapters.

In addition, The Epicenter will follow and implement in their Friday Night Live/Club Live Program the following Operating Principles and Core Components described below and in more detail in Exhibit J.

#### **The Key Operating Principles of the Friday Night Live/Club Live Program consist of:**

- Provide safe, healthy, fun, and supportive places for youth
- FNL/CL should be youth driven and youth led
- Help young people develop skills and resilient traits (e.g., foster a sense of power, and autonomy)
- Build community partnerships to support youth
- Provide meaningful and caring relationships among youth and with adults
- Promote belief in youths' capacity to contribute
- Be culturally relevant
- Have clearly defined and measurable goals, based on research and objective data
- Support and train adults to work effectively with youth
- Evaluate program periodically to assess progress and refine, improve, and strengthen the program's effectiveness

The Core components characterize elements within all Friday Night Live/Club Live Programs and how they implement prevention programming that reflects youth development best practices. The components define how FNL/CL groups are formed, what

services they provide, and how they connect to the community.

**The Core Components of the Friday Night Live/Club Live Program consist of:**

**Chapters-** Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.

**Opportunities-** Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.

**Outreach-** Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.

**Skill Development-** Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.

**Target Population**

- Drug-free peer leaders at the 7th and 8th grade school level.
- Drug-free peer leaders at the senior high school level.
- High-risk youth and families in need.

**Service Objectives**

1. Contractor shall provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.
2. Contractor shall establish and maintain an FNL/Prevention Youth Council (PYC) consisting of 8-10 members who will serve as youth leaders in their community. Members will represent each of the High Schools where the FNL program is provided.
3. Monterey County Friday Night Live will establish four (4) smaller FNL chapters located in Monterey County and Club Live will establish four (4) smaller CL chapters located in Monterey County. Each chapter will work on social norms campaigns aimed at reducing alcohol and other drug access and use by youth in the community.
4. FNL/CL Staff shall provide the youth with opportunities for community engagement- youth will learn about their community and its resources, interface with community leaders, offer up to 4 community presentations about the FNL/CL Program and contribute to the health and safety of the community through environmental prevention strategies as indicated on the work plan.
5. FNL/CL Staff shall work with youth leaders on developing and implementing a project for the Roadmap Chapter as required by the CFNLP. This project will provide opportunities for leadership and advocacy and build caring and meaningful relationships with their peers and mentors.
6. Contractor shall provide youth with the opportunities to engage in interesting and relevant skill building activities. Youth will develop and build specific skills through program activities.

7. Contractor shall support youth in building their leadership capacity, teach them to advocate on behalf of their needs and encourage them to have a presence in the community.
8. Youth and Adult Allies shall participate in local community outreach/engagement activities that provide for opportunities to educate the community about youth AOD use/access.
9. FNL/CL Staff shall work with youth leaders by preparing and supporting their efforts to apply for and participate on State level leadership programs.
10. FNL/CL Staff shall ensure that Monterey County maintains Members in Good Standing (MIGS) as required by the CFNLP.
11. Contractor shall participate in all training opportunities as requested by the Behavioral Health Bureau and required by the State DHCS Prevention Unit.

**FYs 2021-25 CRRSAA/ARPA Funded Program Objectives for FNL include:**

1. Contractor shall provide all services in a linguistically appropriate and culturally competent manner. Monterey County FNL Program follows the CLAS standards and also practices cultural relevancy as it pertains to the work they do with the youth and in the community.
2. Contractor shall establish and maintain an FNL/Prevention Youth Council (PYC) consisting of 8-12 members who will serve as youth leaders in their community. The Monterey County Friday Night Live Prevention Youth Council will add 2-3 additional core members in FYs 2021-25 who will lead in developing and implementing local
3. FNL strategies in the community. Establish 2 Clubs on the Peninsula and 1 in North Monterey County.
4. Monterey County Friday Night Live will expand into the Peninsula and North Monterey County regions and establish 4-6 smaller FNL/Club Live/FNL Kids chapters located in Monterey County. Chapters work on social norms campaigns aimed at reducing alcohol and other drug access and use by youth in the community. In FYs 2021-25 FNL Staff will establish clubs- on the Peninsula and North Monterey County with a consistent attendance of 6-10 youth per club site. Due to COVID-19 all Chapters met via zoom. Monterey County will establish these additional clubs and work with the school districts to keep within and work under appropriate COVID-19 protocols.
5. FNL Staff shall provide the youth with opportunities for community engagement- youth will learn about their community and its resources, interface with community leaders, offer community presentations about the FNL Program and contribute to the health and safety of the community through environmental prevention strategies as indicated on the work plan. In FYs 2021-25, youth leaders will plan and host an annual Youth Action summit to educate and empower youth ages 12-26 around topics of policy systems change, advocacy, and SUD prevention in Monterey County. In FYs 2021- 25, FNL, will work with youth leaders and Club participants on various FNL Prevention campaigns as approved by the County Prevention Coordinator (under BH) and the State FNL Chapter.
6. FNL Staff shall work with youth leaders on developing and implementing a project for the Roadmap Chapter as required by the CFNLP. This project will provide opportunities

for leadership and advocacy and build caring and meaningful relationships with their peers and mentors. In FYs 2021-25, youth will utilize the additional funding to “braid” resources and work to implement local prevention strategies aimed at reducing underage drinking, underage/illegal Rx, Illicit drug use and underage cannabis use. The campaign will target youth and parents. The services developed will be implemented within COVID-19 public health protocols.

7. In FYs 2021-25, FNL Staff shall work with youth leaders by preparing and supporting their efforts to apply for and participate on State level leadership programs. The Epicenter shall also hire additional staff and interns to assist with the increased capacity of additional clubs in Monterey County along with additional services to be delivered in each club.

### **Program Hours**

Friday Night Live: Monday through Friday 8:00 a.m. to 5 p.m.

Club Live: Monday through Friday 8:00 a.m. to 5 p.m.

Other activities: Times vary

### **Admission Criteria**

Friday Night Live: 14 years to 18 years old.

Club Live: 12 years to 15 years old.

Other activities: 12 years to 18 years old.

### **AOD Prevention Requirements**

*Prevention services will meet the definition of Primary Prevention as outlined below:*

**Primary Prevention** (source: NNA Contract, Primary Prevention):

Strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic ATOD (alcohol, tobacco and other drug availability), manufacture, distribution, promotion, sales, and use. Primary prevention strategies are directed at individuals not identified to be in need of treatment.

*Prevention will address the six CSAP strategies of prevention and provide primary prevention services as outlined in federal regulations:*

#### **Six CSAP Strategies**

Based on the identified population, prevention funds are applied to services that offer sustainable results using the six prevention strategies established by the Center for Substance Abuse Prevention (CSAP). They are:

- **Information Dissemination Strategy - Service Code 12**

“This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services.

Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.” (CFR 96.125, p 514)

- **Education Strategy - Service Code 13**

“This strategy involves two-way communication and is distinguished from the Information

Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systemic judgement abilities.” (CFR 96.125, p 514)

- **Alternative Strategy - Service Code 14**

“This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances.” (CFR 96.125, p 514 & 515)

- **Problem Identification and Referral Strategy - Service Code 15**

“This strategy aims at identification of those individuals who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.” (CFR 96.125, p. 515)

- **Community-Based Process Strategy - Service Code 16**

“This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.” (CFR 96.125, p 515)

- **Environmental Strategy- Service Code 17**

“This strategy establishes, or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the use of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.” (CFR 96.125, p 515)

**Reporting Requirements:**

Contractor will provide data, including progress and outcomes on FNL/CL goals and objectives identified in the work plan document as required by the COUNTY and requested and/or required to meet Strategic Prevention Plan (SPP) reporting requirements. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor. The “Work Plan” document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and COUNTY, as part of the FNL/CL Reporting process.

Additionally, all relevant activities will be input into the Primary Prevention SUD Data Service (PPSDS) database as outlined by County Behavioral Health staff. as well as the program outcomes identified in the “Work Plan”.

Contractor will utilize three major elements to evaluate prevention services. These include:

Assessment, Evaluation of Progress and Final or Long-Term Evaluation. All three of these elements will use a combination of process evaluation, and outcome evaluation to meet the data collection requirements of the project.

**Process evaluation** will include meetings held, agendas, attendance, letters sent out to liquor store owners, presentations made, policies passed, etc.

**Outcome evaluation** refers to collecting and analyzing numeric data that indicates whether desired change is occurring in the community. The California Healthy Kids Survey (CHKS) will be used for this purpose. The PPSDS system will be used to report both process and outcome evaluation.

**Assessment phase** will consist of two major parts including an examination of existing circumstances and a review of community data. The review of external data will involve a detailed look at the level of ATOD problems by Age, gender, geography, as well as an examination of time trends. A review of past environmental prevention efforts such as various types of stings and sobriety checkpoints will prove useful.

**Intermediate phase** will involve whether work plan schedules are being met, functioning and make-up of the coalitions, and whether new problems have emerged that need to be dealt with. After the data from Spring 2017 CHKS is available, there will be a review of where the basic problem of youth and ATOD use/access is to determine whether any progress has been made and whether new problems have emerged.

**Final evaluation** will include a yearly report to the Department of Health, Behavioral Health Bureau summing up achievements and obstacles encountered. Questions to be answered will include:

1. Did the project do more or less than what was stated in the work plan?
2. Were the expected outcomes achieved?
3. Did a desired change occur within the community?

**PPSDS PREVENTION PROGRAM REPORTING REQUIREMENTS:**

CONTRACTOR shall fully participate in the PPSDS- Prevention data collection and submission process and shall meet the timelines as established by the COUNTY. CONTRACTOR shall report prevention services on a bi-weekly basis as services occur and ensure that services meet COUNTY assigned objectives and County/Provider contract deliverables.

CONTRACTOR must follow DHCS guidance for prevention Data Quality Standards entry to ensure data integrity using the following data quality standards. (Source: Data Quality Standards for Pv Services, Updated January 2021)



**CRRSAA/ARPA REPORTING REQUIREMENTS:**

CONTRACTOR'S providing alcohol and drug prevention services shall fully participate in the CRRSAA/ARPA data collection and submission process and shall meet the timelines as established by the COUNTY. Reporting documents and requirements shall be provided by the COUNTY to CONTRACTOR.

The PPSDS data quality standards require that:

1. Quality data is timely.
2. Quality data is logical.
3. Quality data is accurate.
4. Quality data is complete.
5. Quality data is valid

**TRAVEL for Prevention Staff:**

Eligible travel expenses shall be reimbursed per the County's Travel and Business Expense Policy.

[http://www.in.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](http://www.in.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

**Designated Program Monitor**

Rose Moreno, MPA, MA III  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-4716

**EXHIBIT B-1:  
PAYMENT AND BILLING PROVISIONS**

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- **PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustment to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Friday Night Live/Club Live Programs, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
  - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

Program Description: Friday Night Live/Club Live (Fiscal Year Period)	Monthly Invoice Amount	Yearly Total
FY 2021-22	\$14,136	\$169,628
FY 2022-23	\$14,136	\$169,628
FY 2023-24	\$14,136	\$169,628

Program Description: Friday Night Live/Club Live (CRRSAA Funds) (July 1, 2022-December 31, 2022)	Monthly Invoice Amount	Yearly Total
FY 2022-23	\$7,662	\$45,973

Program Description: Friday Night Live/Club Live (ARPA Funds)	Monthly Invoice Amount	Yearly Total
FY 2022-23	\$8,333	\$100,000
FY 2023-24	\$4,167	\$50,000

**4. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, 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

*The Epicenter*

*Amendment No. 1 to Mental Health Services Agreement A-15387*

*July 1, 2021 through June 30, 2024*

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 substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the providers submitted budget for the program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, 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 Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/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 within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section 3, 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 C, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to

reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

## 5. 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 **\$704,857** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2021-22	\$169,628
FY 2022-23	\$315,601
FY 2023-24	\$219,628
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$704,857</b>

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.

## 6. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal

claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget and Revenue Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR shall not exceed by more than fifteen (15%) percent costs for administrative fees.

E. 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.

F. 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 Drug/Medi-Cal claims, and billing system data.

## **7. 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.

## **8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES**

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Drug/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 Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/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 Drug/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 Medicaid 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 Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Prohibition on Duplicate Billing- In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 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.

**9. 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

*The Epicenter  
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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 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 Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of Drug/Medi-Cal services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the /Medi-Cal services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal 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 Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

## **10. 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.”