

**AMENDMENT NO. 2 TO AGREEMENT A-15270  
COUNTY OF MONTEREY & HARMONY AT HOME**

This Amendment No. 2 to Agreement A-15270 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Harmony at Home, hereinafter referred to as CONTRACTOR.

**WHEREAS**, on July 1, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15270, Amendment No. 1 dated September 1, 2021; and

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

1. Add funding and services to Program 2: Teen Success for FYs 2022-24.
2. Add Program 3: Outreach and Engagement services and funding for FYs 2022-24.

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

1. EXHIBIT A-2 PROGRAM DESCRIPTION replaces EXHIBIT A-1. All references in the Agreement to EXHIBIT-A1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-2 PAYMENT PROVISIONS replaces EXHIBIT B-1. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT G-2 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G-1. All references in the Agreement to EXHIBIT G-1 shall be construed to refer to EXHIBIT G-2.
4. EXHIBIT H-2 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H-1. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.
5. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the Agreement.
6. This AMENDMENT NO. 2 shall be effective July 1, 2022.
7. This Amendment increases the contract amount by \$694,120 for a revised total agreement amount not to exceed \$1,026,360.
8. A copy of AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on July 1, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to Agreement A-15270 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

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

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

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

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

Approved as to Form <sup>1</sup>

By: \_\_\_\_\_  
*DocuSigned by: Marina Pantale*  
County Counsel

Date: 7/7/2022 | 12:07 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
*DocuSigned by: Jennifer Forsyth*  
Auditor/Controller

Date: 7/11/2022 | 8:54 AM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

**HARMONY AT HOME**

By: \_\_\_\_\_  
*DocuSigned by: Julianne Leavy*  
(Signature of Chair, President, or Vice-President)\*

Julianne Leavy, President/CEO  
Name and Title

Date: 7/6/2022 | 2:10 PM EDT

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

Carol Kolb, Treasurer  
Name and Title

Date: 7/6/2022 | 10:56 PM PDT

\*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 Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required; <sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 1: STICK & STONES® SCHOOL-BASED COUNSELING PROGRAM**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
3785 Via Nona Marie #300 Carmel, CA 93923  
831-625-5160

Incorporation Status: Non-profit  
Type of Program: School-based  
Type of License(s): Marriage Family Therapy (MFT), MFT Intern, Licensed Clinical Social Worker (LCSW), Associate in Social Work Intern, and Pupil Personnel Services Credential Interns, supervised by MFT's & LCSW's

**II. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

**III. PROGRAM DESCRIPTION**

A. The Sticks & Stones® School-Based Counseling Program is a prevention program for children exposed to violence and trauma in Monterey County. Harmony at Home's (HAH) mission is "to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives."

B. The Sticks & Stones® School-Based Counseling Program shall address the emotional trauma and related issues of children who have witnessed violence. This PEI program shall be delivered by the CONTRACTOR working in a non-traditional mental health setting to reduce the stigma that children may otherwise face as a result of having to endure the effects of being exposed to trauma. Psychosocial educational counseling or brief therapy in a group setting or individual basis will be provided to help prevent the development of serious emotional disturbance. Services will be provided virtually on an individual basis, if a child is not at school or in person at the school site either individually or in a small (3-5 people) group. Adjunctive family psycho-education and supports will be provided, on a limited basis, depending on the hours contracted with each school partner, to help parents/caregivers respond to the developmental needs of their children in a trauma-informed manner. Parent support services may be offered virtually or in person.

**IV. SCOPE OF WORK**

A. CONTRACTOR shall provide counseling services on school grounds and at an offsite location as it is deemed necessary, to address the emotional needs of children who have experienced trauma.

- B. CONTRACTOR shall work with parents/caregivers initially to obtain their authorization to serve their child and will also provide parent/caregivers with tools to help create a home environment that will foster a child's healthy psychological and emotional development.
- C. CONTRACTOR shall consult with parents/caregivers to assess and refer them to the appropriate support services to help them address their children's needs in relationship to the mental health services the child is receiving for trauma related issues.
- D. CONTRACTOR shall address domestic violence issues from the perspective of trauma-exposed children who are living in stressed families and are at risk of school failure or juvenile justice involvement.
- E. CONTRACTOR shall develop and maintain partnerships with Monterey County public schools, Monterey County Behavioral Health Bureau and local community-based organizations and shall link students in need of additional mental health services and supports through the referral system established at the school site where the student is enrolled.
- F. CONTRACTOR shall participate in planning for sustainability of the program in collaboration with key Behavioral Health staff and the PEI Coordinator.
- G. CONTRACTOR shall assure services are planned, provided and evaluated using practices that demonstrate the core values of the Mental Health Services Act, i.e. culturally and linguistically competent; consumer and family driven; integrated and coordinated service experience; wellness and recovery focused; strength-based and resiliency-building; timely and accessible.
- H. CONTRACTOR shall provide services to a minimum of 200 children each fiscal year and a minimum of 50 parent contacts and/or referrals.
- I. CONTRACTOR shall provide trauma-informed counseling services to students in Monterey County public schools in districts identified in collaboration with the Monterey County Behavioral Health. Districts will be selected based on factors indicating highest need, such as: service disparities and student demographics determining that the students to be served are members of an underserved cultural population. Underserved cultural populations is defined as: those who are unlikely to seek help from any traditional mental health service either because of stigma, lack of knowledge, or other barriers, such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc., that seek non-traditional mental health services.
- J. CONTRACTOR shall provide identified districts with the following:
- Three (3) ten (10) week School-based Counseling program series over a thirty-four (34) week term. In each ten (10) week counseling program series a minimum of four (4) children shall be served, if services are provided in person. Services provided virtually are delivered on an individual basis.
  - The fourth program series consists of the Parent Education and Family Support services over the school term.

- K. CONTRACTOR shall assign a licensed clinician or qualified intern/trainee to each of the school sites being served.
- L. CONTRACTOR shall provide assessments determining the service needs of each referral and provide referrals to other services as needed.
- M. CONTRACTOR shall provide clinical supervision for CSU Monterey Bay Master of Social Work Program student interns who will enhance the level of counseling services available in the schools setting.

**V. PROGRAM GOALS**

- A. To improve child and/or youth overall functioning.
- B. To promote parent/caregiver involvement in meeting their child’s academic, social and psychological needs.
- C. To provide community resource information and referrals for children and families requiring additional mental health services.
- D. To prevent the future development of serious emotional disturbance and/or serious mental illness.
- E. To reduce stigma regarding domestic violence, mental illness and those who access mental health services.

**VI. REPORTING REQUIREMENTS**

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County’s ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

**VII. CONTRACT MONITOR**

Dana Edgull, LCSW  
Behavioral Health Services Manager II  
Prevention Manager  
Monterey County Health Department Behavioral Health  
Bureau  
1270 Natividad Rd.,  
Salinas CA 93906  
(831) 796-6110

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 2: TEEN SUCCESS, INC.**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831- 625-5160

**II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

**III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

**A. Program Narrative**

Teen Success, Inc. is a non-profit organization based out of Milpitas, California. Teen Success, Inc. partners with organizations throughout Central and Northern California to support young mothers and their children. Harmony At Home (HAH) is the partner agency and local chapter of the Teen Success, Inc. program in Monterey County. HAH's agreement with Teen Success Inc. is to implement the program with fidelity providing comprehensive, trauma-informed services for young women who become mothers as teens and their children, breaking two generations of poverty, and in some cases, abuse and neglect. Our young mothers have been through significant trauma in many areas of their lives. They now find themselves in a position to deeply impact a child, while also caring for and developing themselves as young women. These young mothers want a better life for themselves and their children.

The Teen Success program provides the access to supports and opportunities needed for two generations to thrive by empowering young mothers to complete high school and persist through post-secondary education and nurture their child's positive development to ensure the success of the whole family. The mission of Teen Success, Inc. is to help underserved teen mothers and their children become educated, self-sufficient, valued members of society. Teen Success, Inc. believes that education is the key factor in breaking the intergenerational cycle of poverty faced by young families and builds pathways to prosperity for two generations, i.e., young mothers and their children.

**B. Service Description**

**1. Services to be Provided**

- a. Advocates will work with each young family providing the following supports:

- i. Educational navigation: planning for and achieving educational goals through post-secondary while mitigating barriers to success and connecting resources needed to overcome challenges.
  - ii. Early childhood development: parenting skills, childhood development education, and emotional regulation skill building for mother and child.
  
  - iii. Financial well-being: development of financial literacy, building career skills, and connection to career resources.
  
  - iv. Health and wellness: health knowledge development and connection to physical, emotional, and mental health care resources for both mother and child.
- b. Methods of Service Provision:
- i. Advocates work with the young mothers (also referred to as “members”) once per week in groups, either virtually or in-person. \*
  - ii. Advocates meet individually for coaching sessions every week.
  - iii. Advocates provide members with diapers, baby clothes (funded by donations) healthy snacks, and various incentives such as gift cards to best support young mothers and their babies.
  - iv. Advocates provide transportation to doctors’ appointments, accompanying members to school counseling appointments and, for positive incentives, for example, field trips.
  - v. Advocates provide referrals for any services determined to be of benefit for each member; this would include referrals for physical health care and mental health support services. The Advocate follows up with the professional, obtaining necessary releases, to ensure that the member is receiving the most effective services for the identified needs.
  - vi. Advocates support members as they navigate through their college or career experience. Members in post-secondary education continue to receive individual coaching twice monthly. They are also eligible to receive an educational stipend of \$500 every six months, from our partner agency, to be used for expenses that support school attendance.
  - vii. Educational workshops, while open to all members, are focused on members in post-secondary education. These workshops are focused in areas to support continued life skill and knowledge building to ensure member success through and beyond postsecondary education.

\* Note: Currently coaching sessions are conducted virtually with a plan to resume to in-person support. When this occurs, Advocates will meet at the members’ high schools, go to their homes, meet at our offices, a park setting or a coffee shop, wherever the Advocates can most effectively connect with the members. Transportation and other in-person support

related to appointments will resume when feasible. Aforementioned services impacted by the COVID-19 pandemic and will be reinstated according to State and County Health Department guidelines.

**2. Program Capacity & Total Number Of Individuals To Be Served**

- a. During FY 2022-23 & 2023-24 (FY23 & FY24), CONTRACTOR shall provide services up to 45 Members and their children will be served. The number of children served will be based on family size and will range from 45-90.

**C. Program Goals**

- 1. Complete high school and post-secondary education.
- 2. Develop the knowledge and skills to nurture their child’s positive development.

**a) Expected Outcomes**

At completion of the program:

- 1. 85% of members will complete high school, or its equivalent, or will be on track towards graduation at program completion.
- 2. 75% of those members who have graduated from high school will persist through completion of a post-secondary degree or certificate.
- 3. 75% of members will demonstrate a decrease in parenting stress from the beginning of the program-to-program completion, as measured by the Parenting Stress Index (PSI)-4.
- 4. 85% of members’ children will meet age-appropriate developmental milestones as measured by the Ages and Stages Questionnaire (ASQ).

**b) Service Delivery Site(s) & Hours of Operation**

**1. Sites**

South Monterey County Joint Union High School District and Greenfield Union School District have offered space for HAH to implement services. Virtual platforms (as needed to comply with State and County Health Department COVID- 19 pandemic guidelines), Homes, Coffee Shops, and Parks within a safe and reasonable walking distance of each member. Monterey Peninsula and North Monterey County school sites TBD.

**2. Hours of Operation**

Advocates respond to members anytime during the workday (8AM to 5PM); in some cases of crisis, Advocates may respond after hours or on weekends. HAH’s staff are trained in resource management to determine appropriate interventions in the event of a crisis. Advocates are supported in maintaining clear boundaries around their availability to their members. Advocates provide field trip incentives which often occur over a 2–3-day period, in which case they are available 24/7 during those special events.

**IV. POPULATION/CATCHMENT AREA TO BE SERVED**

Young women who become mothers as teens and their children residing in Monterey Peninsula, North Monterey County and South Monterey County.

**V. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

**VI. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). 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 and to EvalCorp at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

**VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager Prevention Manager  
Monterey County Health Department Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 3: BULLYING PREVENTION**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831- 625-5160

**II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

**III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

**A. Program Narrative:**

The Bullying Prevention Program is a prevention program for children who have or are experiencing and/or participating in bullying or showing signs of bullying behaviors at school. Harmony At Home’s (HAH) mission is “to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives.”

The Bullying Prevention Program will provide a Bullying Prevention Coach/Specialist that shall address the emotional stress and fear that is being created on school campus by bullying behaviors. The Bullying Prevention Program shall educate the entire student body at designated school sites on different bullying prevention strategies in the form of staff trainings and refresher trainings. The Bullying Prevention Coach/Specialist help educate staff on defining what is bullying, the various bullying platforms, prevention, classroom meetings, and parent’s workshops. The Bullying Prevention Coach/Specialist will also facilitate a Student Led Assembly. The Student Led Assembly is a presentation created by a group of students which will meet for 12 weeks to develop said presentation on one or more topics surrounding bullying. The Student Led Assembly will then be delivered to the entire student body (Students, Teachers, Administrative Staff). The Bullying Prevention Coach/Specialist will also provide a full school day of on campus support to their designated school site once per week. While at the school site said Bullying Prevention Coach/Specialist will provide on the spot intervention support, classroom meeting support, parent workshops, staff refreshers, and a presence on campus for any questions surrounding Bullying.

## **B. Service Description**

### **1. Services to be Provided**

- a) BP Coach/Specialist will provide staff training year-round at each of the 4 MCBH designated schools.
- b) BP Coach/Specialist will help create/facilitate a Student Led Assembly
- c) BP Coach/Specialist will coordinate with administrative school staff dates to present the Student Led Assembly to the entire student body.
- d) BP Coach/Specialist will be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings, De-escalations, teacher coaching sessions, go for information on all things regarding bullying prevention.
- e) BP Coach/Specialist will collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.

### **2. Program Capacity & Total Number of Individuals**

- a. During FY 2022-23 & 2023-24 (FY23 & FY 24) up to 800 students, 45 teachers, and 45 school administrative staff will be served

## **C. Program Goals**

1. Help create an Anti-bullying culture on every school campus we have a BP Coach/Specialist present.
2. Bring the Upstander mentality to all students and faculty on school campus.
3. Educate teachers and staff on how to create safe bullying free classrooms.
4. Increase awareness amongst students and their families about bullying behaviors and tendencies.

## **D. Expected Outcomes**

1. Reduce existing bullying problems amongst students and the student body.
2. By reducing bullying on campus, we hope to limit the number of referrals to the counselors due to bullying.
3. Educate 85% of the school body on how to be an upstander and the effects of bullying.
4. Empower students and teachers to stick up to bullying and reduce the amount of bullying behaviors on campus.
5. Prevent the development of new bullying problems and to achieve better peer relations at school and the community.

## **E. Service Delivery Site(s) & Hours of Operation**

### **1. Sites**

Yet to be determined by MCBH

### **2. Hours of Operation**

During school site hours, which can range between 7:30am – 4:00pm, In some cases, the BP Coach/Specialist will provide support/presentations after school hours or on weekends with prior approval from management.

#### **IV. POPULATION/CATCH AREA TO BE SERVED**

Entire Student Body including Students, Teachers, Administrative staff and families of those attending schools with a BP Coach/Specialist.

#### **V. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

#### **VI. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). 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 and to EvalCorp at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

#### **VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager Prevention Manager  
Monterey County Health Department Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110

**EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS****I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #1: School-Based Counseling	10	FY 2021-22 \$9,112	\$91,120
	10	FY 2022-2023 \$9,112	\$91,120
	10	FY 2023-2024 \$9,112	\$91,120

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #2: Teen Success	10	FY 2021-22 \$7,500	\$75,000
	12	FY 2022-2023 \$22,083.33	\$ 265,000
	12	FY 2023-2024 \$22,083.33	\$ 265,000

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #3: Bullying Prevention	10	FY 2022-2023 \$7,400	\$ 74,000
	10	FY 2023-2024 \$7,400	\$ 74,000

### III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. 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 III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section IV.

- B. 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.
- C. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically,

CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, 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)

- D. 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.
- E. 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.
- F. 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.
- G. 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.

#### IV. 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 **\$1,026,360** for services rendered under this Agreement.
- B. Maximum Annual Liability:

<b>FISCAL YEAR</b>	<b>FUNDING SOURCE*</b>	<b>AMOUNT</b>
FY 2021-2022	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$166,120
FY 2022-2023	MHSA PEI	\$ 430,120
FY 2023-2024	MHSA PEI	\$430,120
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		<b>\$1,026,360</b>

\*The County reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

- 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.

#### V. BILLING AND PAYMENT LIMITATIONS

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

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

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

## **VI. 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.

## **VII. 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."

## EXHIBIT G-2: Behavioral Health Invoice Form

		<b>Invoice Number :</b>	
<b>Contractor :</b>	Harmony At Home		
<b>Address Line 1</b>	3785 Via Nona Marie	<b>County PO No.:</b>	
<b>Address Line 2</b>	Carmel, CA 93923		
		<b>Invoice Period :</b>	
<b>Tel. No.:</b>	831-625-5160		
<b>Fax No.:</b>	866-280-0931		
<b>Contract Term:</b>	July 1, 2022 - June 30, 2024	<b>Final Invoice :</b>	(Check if Yes) <input type="checkbox"/>
<b>BH Division :</b>	Mental Health Services	<b>BH Control Number</b>	

Payment Provisions	Total Maximum Amount FY 2022-23	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1- School-Based Counseling (Sticks & Stones): 10 months of service at \$9,112/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2-Teen Success, Inc.: 12 months of service at \$22,083.33/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$265,000	\$ 265,000			\$ 490,000	100%
Program #3-Bullying Prevention: 10 months of service at \$7,400/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$74,000	\$ 74,000			\$ 74,000	100%
<b>TOTALS</b>	<b>\$ 430,120</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,120</b>	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>
----------	--

Behavioral Health Authorization for Payment	
Authorized Signatory	Date

## EXHIBIT G-2: Behavioral Health Invoice Form

		<b>Invoice Number :</b>	
<b>Contractor :</b>	Harmony at Home		
<b>Address Line 1</b>	3785 Via Nona Marie		
<b>Address Line 2</b>	Carmel, CA 93923		
		<b>County PO No.:</b>	
		<b>Invoice Period :</b>	
<b>Tel. No.:</b>	831-625-5160		
<b>Fax No.:</b>	866-280-0931		
<b>Contract Term:</b>	July 1, 2022 - June 30, 2024		<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>BH Division :</b>	Mental Health Services		<b>BH Control Number</b>

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program #1-School-Based Counseling (Sticks & Stones): 10 months of service at \$9,112/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2-Teen Success, Inc.: 12 months of service at \$22,083.33/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$265,000	\$ 265,000			\$ 245,000	100%
Program #3-Bullying Prevention: 10 months of service at \$7,400/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$74,000	\$ 74,000			\$ 74,000	100%
<b>TOTALS</b>	<b>\$ 430,120</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,120</b>	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Send to:	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____



**EXHIBIT H-2-Revenue and Expenditure Summary  
Program 2- Teen Success, Inc.**

Harmony at Home					
REVENUE AND EXPENDITURE SUMMARY					
For Monterey County - Behavioral Health					
Fiscal Year 2022-24					
PROGRAM: Teen Success, Inc. (Program 2)	Estimated FY 2022-23	Estimated FY 2023-24	Requested FY 2022-23	Variance (FY23 v. FY24)	
<b>A. PROGRAM REVENUES</b>					
<b>Monterey County Funds Requested:</b>					
Cash Flow Advances					
MHSA - PEI	\$ 265,000	\$ 265,000	\$ 265,000	\$ -	
<b>Total Requested Monterey County Funds</b>	<b>\$ 265,000</b>	<b>\$ 265,000</b>	<b>\$ 265,000</b>	<b>\$ -</b>	
<b>Other Program Revenues</b>	<b>\$ 210,000</b>	<b>\$ 233,750</b>	<b>\$ 210,000</b>	<b>\$ (23,750)</b>	
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>					
<b>1 Program Expenditures</b>					
2 Salaries and wages	\$ 369,607	\$ 388,087	\$ 369,607	\$ (18,480)	
3 Payroll taxes	\$ 27,193	\$ 28,581	\$ 27,193	\$ (1,388)	
4 Employee benefits	\$ 14,400	\$ 15,106	\$ 14,400	\$ (706)	
5 Workers Compensation					
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)					
7 Temporary Staffing					
8 Flexible Client Spending (please provide supporting documents)					
9 Client Transportation Costs and staff mileage	\$ 14,400	\$ 15,106	\$ 14,400	\$ (706)	
10 Employee Travel and Conference					
11 Staff Training	\$ 2,400	\$ 2,520	\$ 2,400	\$ (120)	
12 Communication Costs	\$ 5,000	\$ 5,250	\$ 5,000	\$ (250)	
13 Utilities					
14 Cleaning and Janitorial					
15 Insurance and Indemnity					
16 Maintenance and Repairs - Buildings					
17 Maintenance and Repairs - Equipment					
18 Printing and Publications					
19 Memberships, Subscriptions and Dues					
20 Program Supplies	\$ 30,000	\$ 31,500	\$ 30,000	\$ (1,500)	
21 Postage and Mailing					
22 Legal Services (when required for the administration of the County Programs)					
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))				\$ -	
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -	\$ -	\$ -	
25 Rent and Leases - building and improvements	\$ 1,500	\$ 1,575	\$ 1,500	\$ (75)	
26 Rent and Leases - equipment	\$ -	\$ -	\$ -	\$ -	
27 Taxes and assessments	\$ -	\$ -	\$ -	\$ -	
28 Interest in Bonds	\$ -	\$ -	\$ -	\$ -	
29 Interest in Other Long-term debts	\$ -	\$ -	\$ -	\$ -	
30 Other interest and finance charges	\$ -	\$ -	\$ -	\$ -	
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -	\$ -	\$ -	
32 Miscellaneous (please provide details) MEALS; DRUG SCREE	\$ 10,500	\$ 11,025	\$ 10,500	\$ (525)	
<b>33 Total Program Expenditures</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	
<b>34 Administrative Expenditures</b>					
35 Salaries and wages (please include personnel and contract administration)				\$ -	
36 Payroll taxes				\$ -	
37 Employee benefits				\$ -	
38 Workers Compensation				\$ -	
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)					
40 Transportation, Travel, Training and Conferences					
41 Data Processing					
42 Utilities					
43 Cleaning and Janitorial					
44 Insurance and Indemnity				\$ -	
45 Maintenance and Repairs - Buildings					
46 Maintenance and Repairs - Equipment					
47 Memberships, Subscriptions and Dues					
48 Office Supplies					
49 Postage and Mailing					
50 Legal Services (when required for the administration of the County Programs)					
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)					
52 Rent and Leases - building and improvements					
53 Rent and Leases - equipment					
54 Taxes and assessments					
55 Interest in Bonds					
56 Interest in Other Long-term debts					
57 Other interest and finance charges					
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)					
59 Miscellaneous (please provide details)					
<b>60 Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
61 Depreciation Expense					
<b>62 Total Allowable Program Expenditures</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	

**EXHIBIT H-2-Revenue and Expenditure Summary  
Program 3- Bullying Prevention**

Harmony at Home				
REVENUE AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
Fiscal Year 2022-24				
PROGRAM: Bullying Prevention (Program 3)				
	Estimated FY 2022-23	Estimated FY 2023-24	Requested FY 2022-23	Variance (FY23 v. FY24)
<b>A. PROGRAM REVENUES</b>				
Monterey County Funds Requested:				
Cash Flow Advances				
MHSA - PEI	\$ 74,000	\$ 74,000	\$ 74,000	\$ -
<b>Total Requested Monterey County Funds</b>	<b>\$ 74,000</b>	<b>\$ 74,000</b>	<b>\$ 74,000</b>	<b>\$ -</b>
<b>Other Program Revenues</b>	<b>\$ 256,840</b>	<b>\$ 273,382</b>	<b>\$ 256,840</b>	<b>\$ (16,542)</b>
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>				
<b>1 Program Expenditures</b>				
2 Salaries and wages	\$ 268,294	\$ 281,709	\$ 268,294	\$ (13,415)
3 Payroll taxes	\$ 24,950	\$ 25,984	\$ 24,950	\$ (1,034)
4 Employee benefits	\$ 10,000	\$ 10,500	\$ 10,000	\$ (500)
5 Workers Compensation				
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
7 Temporary Staffing				
8 Flexible Client Spending (please provide supporting documents)				
9 Client Transportation Costs and staff mileage	\$ 6,000	\$ 6,300	\$ 6,000	\$ (300)
10 Employee Travel and Conference				
11 Staff Training	\$ 5,096	\$ 5,351	\$ 5,096	\$ (255)
12 Communication Costs	\$ 1,200	\$ 1,260	\$ 1,200	\$ (60)
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ -	\$ -	\$ -	\$ -
19 Memberships, Subscriptions and Dues				
20 Program Supplies	\$ 3,000	\$ 3,150	\$ 3,000	\$ (150)
21 Postage and Mailing	\$ -	\$ -	\$ -	\$ -
22 Legal Services (when required for the administration of the County Programs)				
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ -	\$ -	\$ -	\$ -
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -	\$ -	\$ -
25 Rent and Leases - building and improvements	\$ 9,300	\$ 9,765	\$ 9,300	\$ (465)
26 Rent and Leases - equipment	\$ -	\$ -	\$ -	\$ -
27 Taxes and assessments	\$ -	\$ -	\$ -	\$ -
28 Interest in Bonds	\$ -	\$ -	\$ -	\$ -
29 Interest in Other Long-term debts	\$ -	\$ -	\$ -	\$ -
30 Other interest and finance charges	\$ -	\$ -	\$ -	\$ -
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -	\$ -	\$ -
32 Miscellaneous (please provide details) MEALS, DRUG SCRE	\$ 3,000	\$ 3,363	\$ 3,000	\$ (363)
<b>33 Total Program Expenditures</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>
<b>34 Administrative Expenditures</b>				
35 Salaries and wages (please include personnel and contract administration)				\$ -
36 Payroll taxes				\$ -
37 Employee benefits				\$ -
38 Workers Compensation				
39 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
40 Transportation, Travel, Training and Conferences				
41 Data Processing				
42 Utilities				
43 Cleaning and Janitorial				
44 Insurance and Indemnity				
45 Maintenance and Repairs - Buildings				
46 Maintenance and Repairs - Equipment				
47 Memberships, Subscriptions and Dues				
48 Office Supplies				
49 Postage and Mailing				
50 Legal Services (when required for the administration of the County Programs)				
51 Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)				
52 Rent and Leases - building and improvements				
53 Rent and Leases - equipment				
54 Taxes and assessments				
55 Interest in Bonds				
56 Interest in Other Long-term debts				
57 Other interest and finance charges				
58 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
59 Miscellaneous (please provide details)				
60 <b>Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
61 Depreciation Expense				
<b>62 Total Allowable Program Expenditures</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>