

**AMENDMENT NO. 2
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-12486
BETWEEN COUNTY OF MONTEREY AND
SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER**

This Amendment No. 2 to Mental Health Services Agreement No. A-12486 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Seneca Family of Agencies dba Kinship Center**, (hereinafter referred to as CONTRACTOR).

WHEREAS, the COUNTY entered into a Mental Health Services Agreement No. A-12486 with Kinship Center in the amount of \$5,040,902 for the term of July 1, 2013 to June 30, 2016 for mental health services to children and their families;

WHEREAS, the COUNTY entered into an Amendment No. 1 to the Mental Health Services Agreement No. A-12486 with Kinship Center to increase services for the Adoption Preservation program and remove the Parenting Classes; add the King City Children's Clinic; and decrease over-projected service amounts for an increase in the amount of \$1,403,267 and a total revised contract in the amount of \$6,444,170 for FY 2013-14 thru FY 2015-16; and

WHEREAS, the COUNTY and CONTRACTOR request to amend the Mental Health Services Agreement No. A-12486 to move \$52,000 from Program 2 – Adoption Preservation to Program 1 – D'Arrigo Children's Clinic for increased services in Program 1 for FY 2013-14 and provide a four-percent (4%) rate increase to Program 1 – D'Arrigo Children's Clinic, Program 2 – Adoption Preservation, Program 3 – Trauma Services and Program 4 – King City Children's Clinic for FY 2014-15 through FY 2015-16. This Amendment No. 2 also adds the revised Business Associate Agreement, Cost Reimbursement Invoice Forms, and Budget and Expenditure Reports. This Amendment No. 2 increases the contract amount by \$179,279. The total revised contract amount is \$6,623,448 for FY 2013-14 thru FY 2015-16.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend Agreement No. A-12486 as follows:

1. EXHIBIT B-1 PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2, as attached to this Amendment No. 2 and incorporated herein.
2. EXHIBIT F BUSINESS ASSOCIATE AGREEMENT is replaced by EXHIBIT F-2 BUSINESS ASSOCIATE AGREEMENT. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-2, as attached to this Amendment No. 2 and incorporated herein.
3. EXHIBIT G and G-1 COST REIMBURSEMENT INVOICE FORM is replaced by EXHIBIT G-2 COST REIMBURSEMENT INVOICE FORM. All references in the Agreement to EXHIBIT G and G-1 shall be construed to refer to EXHIBIT G-2 for

Programs 1 and 2 for FY 2013-14 and Programs 1, 2, 3 and 4 for Fiscal Year 2014-15, as attached to this Amendment No. 2 and incorporated herein.

4. EXHIBIT H-1 BUDGET AND EXPENDITURE REPORT is replaced by EXHIBIT H-2 BUDGET AND EXPENDITURE REPORT. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2, as attached to this Amendment No. 2 and incorporated herein.
5. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A-12486 are unchanged and unaffected by this Amendment No. 2, and shall remain in full force and effect.
6. This Amendment No. 2 shall be effective May 1, 2014.
7. A copy of this Amendment No. 2, EXHIBITS B-2, F-2, G-2, and H-2 shall be attached to the original Agreement No. A-12486.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Steve Saette
Deputy County Counsel

Date: 5/27/14

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 5-27-14

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

SENECA FAMILY OF AGENCIES dba KINSHIP CENTER

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Katherine West, COO
Name and Title

Date: 5/5/14

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Janet Briggs, CFO
Name and Title

Date: 5/5/14

County Board of Supervisors' Agreement Number: **A-12486**

*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.

**EXHIBIT B-2:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-2 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA):
Case Management, Mental Health Services, and Medication Support shall be paid at the COUNTY Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-2.

B. FISCAL YEAR BUDGET: Program 1 – D'Arrigo Children's Clinic

The program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$3,573,784.09** for Fiscal Year 2013-14 thru Fiscal Year 2015-16 as follows:

Monterey In-County Residents (Monterey County Medi-Cal Clients)							
Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	306,034	XCMA	\$ 829,352.14	\$ 863,015.88	\$ 863,015.88
Medication Support	15	60	15,188	XCMA	\$ 76,091.88	\$ 79,129.48	\$ 79,129.48
Case Management	15	01	42,067	XCMA	\$ 88,340.70	\$ 91,706.06	\$ 91,706.06
Program 1 (In County): SubTotal Per Fiscal Year					\$ 993,784.72	\$1,033,851.42	\$1,033,851.42

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Monterey County Residents (Other County Medi-Cal Clients)							
Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	36,750	XCMA	\$ 134,449.88	\$ 103,635.00	\$ 103,635.00
Medication Support	15	60	5,465	XCMA	\$ 36,962.53	\$ 28,472.65	\$ 28,472.65
Case Management	15	01	10,698	XCMA	\$ 30,025.55	\$ 23,321.64	\$ 23,321.64
Program 1 (Out of County): SubTotal Per Fiscal Year					\$201,437.95	\$155,429.29	\$155,429.29
Program 1: Total ANNUAL Maximum Contract Amount					\$1,195,222.67	\$1,189,280.71	\$1,189,280.71

C. FISCAL YEAR BUDGET: Program 2 – Adoption Preservation

The program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$866,290.87** for Fiscal Year 2013-14 thru Fiscal Year 2015-16 as follows:

Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14 (01/01/2014 - 06/30/2014)	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	90,430	XCMA	\$203,404.20	\$255,012.60	\$255,012.60
Medication Support	15	60	4,038	XCMA	\$ 16,791.22	\$ 21,037.98	\$ 21,037.98
Case Management	15	01	15,618	XCMA	\$ 25,898.63	\$ 34,047.83	\$ 34,047.83
Program 2: Total ANNUAL Maximum Contract Amount					\$246,094.05	\$310,098.41	\$310,098.41

D. FISCAL YEAR BUDGET: Program 3 – Trauma Services Program

The program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$927,735.77** for Fiscal Year 2013-14 thru Fiscal Year 2015-16 as follows:

Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	97,855	XCMA	\$ 265,186.13	\$ 275,950.15	\$ 275,950.15
Case Management	15	60	17,128	XCMA	\$ 35,969.60	\$ 37,339.87	\$ 37,339.87
Program 3: Total ANNUAL Maximum Contract Amount					\$ 301,155.73	\$ 313,290.02	\$ 313,290.02

E. FISCAL YEAR BUDGET: Program 4 – King City Children’s Clinic

The program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$1,255,637.08** for Fiscal Year 2013-14 thru Fiscal Year 2015-16 as follows:

Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14 (01/01/2014 - 06/30/2014)	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 - 50	138,960	XCMA	\$ 195,120.00	\$ 391,867.20	\$ 391,867.20
Medication Support	15	60	9,700	XCMA	\$ 25,050.00	\$ 50,537.00	\$ 50,537.00
Case Management	15	01	27,713	XCMA	\$ 29,830.00	\$ 60,414.34	\$ 60,414.34
Program 3: ANNUAL Maximum Contract Amount					\$ 250,000.00	\$ 502,818.54	\$ 502,818.54

F. FUNDING MATCH SOURCES

ANNUAL Maximum Contract Amount Match/Liability Breakdown for FY 2013-14					
Program 1	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHA/PEI)
D'Arrigo Children's Clinic	Mental Health Services Act (MHA) Prevention/Early Intervention (PEI)	\$1,026,818.67	\$ 102,681.87	\$ 924,136.80	\$ 1,026,818.67
D'Arrigo Children's Clinic	Department of Social Services (DSS)/Kinship Support Services Program (KSSP) & MHA/PEI	\$ 168,404.00	DSS: \$8420.20 & MHA/PEI: \$8420.20	\$ 151,563.60	\$ 168,404.00
D'Arrigo Children's Clinic Total					\$1,195,222.67
Program 2	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHA/PEI)
Adoption Preservation	MHA/PEI	\$ 246,094.05	\$ 24,609.41	\$ 221,484.65	\$ 246,094.05
Adoption Preservation Program Total					\$ 246,094.05
Program 3	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHA/PEI)
Trauma Services Progr	First 5 Monterey County	\$ 290,000.00	\$ 29,000.00	\$ 261,000.00	\$ 290,000.00
Trauma Services Progr	MHA/PEI	\$ 11,155.73	\$ 1,115.57	\$ 10,040.16	\$ 11,155.73
Trauma Services Program Agreement Total					\$ 301,155.73
Program 4	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHA/PEI)
King City Children's Clinic	MHA/PEI	\$ 250,000.00	\$ 25,000.00	\$ 225,000.00	\$ 250,000.00
King City Children's Clinic Services Program Total					\$ 250,000.00

ANNUAL Maximum Contract Amount Match/Liability Breakdown for each FY 2014-15 thru FY 2015-16					
Program 1	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
D'Arrigo Children's Clinic	Mental Health Services Act (MHSA) Prevention/Early Intervention (PEI)	\$ 1,020,876.71	\$ 102,087.67	\$ 918,789.04	\$ 1,020,876.71
D'Arrigo Children's Clinic	Department of Social Services (DSS)/Kinship Support Services Program (KSSP) & MHSA/PEI	\$ 168,404.00	DSS: \$8420.20 & MHSA/PEI: \$8420.20	\$ 151,563.60	\$ 168,404.00
D'Arrigo Children's Clinic Total					\$ 1,189,280.71
Program 2	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Adoption Preservation	MHSA/PEI	\$ 310,098.41	\$ 31,009.84	\$ 279,088.57	\$ 310,098.41
Adoption Preservation Program Total					\$ 310,098.41
Program 3	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Trauma Services Progr	First 5 Monterey County	\$ 290,000.00	\$ 29,000.00	\$ 261,000.00	\$ 290,000.00
Trauma Services Progr	MHSA/PEI	\$ 23,290.02	\$ 2,329.00	\$ 20,961.02	\$ 23,290.02
Trauma Services Program Agreement Total					\$ 313,290.02
Program 4	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
King City Children's Clinic	MHSA/PEI	\$ 502,818.54	\$ 50,281.85	\$ 452,536.69	\$ 502,818.54
King City Children's Clinic Services Program Total					\$ 502,818.54

IV. PAYMENT CONDITIONS

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking

reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA). 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-2, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-2, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum fiscal year amount for each Program not to exceed the funded amounts as listed in the following Section B. Maximum Annual Liability for a total maximum amount of **\$6,623,447.81** for services rendered under this Agreement.

B. Maximum Annual Liability:

Program Description	FISCAL YEAR LIABILITY			Program Totals
	2013-14	2014-15	2015-16	
Program 1: D'Arrigo Children's Clinic	\$1,195,222.67	\$1,189,280.71	\$1,189,280.71	\$3,573,784.09
Program 2: Adoption Preservation	\$ 246,094.05	\$ 310,098.41	\$ 310,098.41	\$ 866,290.87
Program 3: Trauma Services	\$ 301,155.73	\$ 313,290.02	\$ 313,290.02	\$ 927,735.77
Program 4: King City Children's Clinic	\$ 250,000.00	\$ 502,818.54	\$ 502,818.54	\$1,255,637.08
MAXIMUM COUNTY OBLIGATION PER FISCAL YEAR	\$1,992,472.45	\$2,315,487.68	\$2,315,487.68	\$ 6,623,447.81

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

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

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

VI. BILLING AND PAYMENT LIMITATIONS

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

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any

subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families 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 Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families 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 Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may offset 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. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health 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, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) 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 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 Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-2, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT F-2: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **May 1, 2014** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and

agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered

Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Kinship Center
124 River Road, Salinas, CA 93908
Attn: Carol Biddle, President & CEO
Tel: 831-455-4700
Fax: 831-

If to Covered Entity, to:

Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Wayne W. Clark, Ph.D., Behavioral Health Director
Tel: 831-755-4509
Fax: 831-755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. The parties agree that Section XI. of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]
SENECA FAMILY OF AGENCIES DBA
KINSHIP CENTER

By: 

Print Name: Katherine West

Print Title: COO

Date: 5/5/14

[COVERED ENTITY]
MONTEREY COUNTY

By: _____

Print Name: Ray Bullick

Print Title: Director of Health

Date: _____

**Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau**

Contractor: Seneca Family of Agencies dba Kinship Center **Invoice Number:** _____
Address Line 1: 124 River Road, Salinas, CA 93908 **County PO No.:** _____
Address Line 2: _____ **Invoice Period:** _____
Tel. No.: 831-455-4700 **Final Invoice:** (Check if Yes)
Fax No.: _____
Contract Term: FY 2013-14 - Amended

FUNDED PROGRAM:
 AVATAR Program, Mode and Service Function Code
 Financial Eligibility (Admission Criteria)
 Unduplicated Number of Clients Served: _____
 Identify Program: _____ Program 1: D'Arigo Children's Clinic - Out of County Medi-Cal : Z7C9W2

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	SMA Rate per Unit	Amount of UOS at SMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance
Case Management	15	1	301								\$ -	\$ -		\$ -
Medication Support	15	60	361								\$ -	\$ -		\$ -
Mental Health Services	15										\$ -	\$ -		\$ -
Collateral		10	311								\$ -	\$ -		\$ -
Assessment/Evaluation		30	331								\$ -	\$ -		\$ -
Individual Counseling		40	341								\$ -	\$ -		\$ -
Group Counseling		50	351								\$ -	\$ -		\$ -
Mental Health Rehab		45	381								\$ -	\$ -		\$ -
Plan Development		45	381								\$ -	\$ -		\$ -
TOTALS (Revenue)											\$ 201,437.95	\$ 201,437.95		\$ -
REMAINING AMOUNT											\$ 201,437.95	\$ 201,437.95		\$ -
Description														
TOTAL ALLOWABLE PROGRAM EXPENDITURES											\$ 201,437.95	\$ 201,437.95		\$ -
Less Other Revenues											\$ -	\$ -		\$ -
Net Cost											\$ 201,437.95	\$ 201,437.95		\$ -
Use of Deferred Revenue											\$ -	\$ -		\$ -
Net Cost Due from Monterey County											\$ 201,437.95	\$ 201,437.95		\$ -
Amount of UOS at SMA Rate											\$ -	\$ -		\$ -
Due from Monterey County - lower of Net Cost or SMA/CFA											\$ -	\$ -		\$ -
Federal Financial Participation (FFP) Revenue											\$ -	\$ -		\$ -

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 these claims are maintained in our office at the address indicated.

Signature: _____ **Date:** _____
Title: _____ **Telephone:** _____
 Behavioral Health Authorization for Payment
 Authorized Signatory: _____ Date: _____

Sent to: MCHD@finance@cos.monterey.ca.us
 Behavioral Health, Claims Section

Medi-Cal Units of Service Invoice EXHIBIT G

Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau

Contractor : Seneca Family of Agencies dba Kinship Center
 Address Line 1 124 River Road, Salinas, CA 93908
 Address Line 2 _____
 Tel. No.: 831-455-4700
 Fax No.: _____
 Contract Term: FY 2013-14 Amended
 Invoice Number : _____
 County PO No.: _____
 Invoice Period : _____
 Final Invoice : (Check if Yes)

FUNDED PROGRAM: _____
 AVATAR Program, Mode and Service Function Code _____
 Financial Eligibility (Admission Criteria) _____
 Unduplicated Number of Clients Served: _____
 Identify Program _____
 Program 2: Adoption Preservation, ZTCW

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	CMA Rate per Unit	Amount of UOS at CMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or CMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance																																																																								
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Less: Other Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															
Net Cost		\$ 246,094.05	\$ -	\$ -	\$ -	\$ -	\$ 246,094.05																																																																															
Use of Deferred Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															
Net Cost Due from Monterey County		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															
Amount of UOS at CMA Rate		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															
Due from Monterey County - lower of Net Cost or CMA/CFA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															
Federal Financial Participation (FFP) Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																															

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in compliance with the provisions of the contract; Full justification and backup records for those claims are maintained in our office at the address indicated.
 Signature: _____ Title: _____
 Date: _____ Telephone: _____
 Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____
 MCH-DSH-Finance@co.monterey.ca.us
 Behavioral Health Claims Section
 Med-Cal Units of Service Invoice

**Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau**

Contractor : Seneca Family of Agencies dba Kinslip Center
Address Line 1 124 River Road, Salinas, CA 93908
Address Line 2
Tel. No.: 831-455-4700
Fax No.:
Contract Term: FY 2013-14 thru FY 2015-16
Invoice Number :
County PO No.:
Invoice Period :
Final Invoice : (Check if Yes)

FUNDED PROGRAM:
 AVATAR Program, Mode and Service Function Code
 Financial Eligibility (Admission Criteria)
 Unduplicated Number of Clients Served

Identify Program Program 1: D'Arrigo Children's Clinic - In County Medi-Cal ; 27CW2

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	SMA Rate per Unit	Amount of UOS at SMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance
Case Management	15	1	301								\$ -	\$ -		\$ -
Medication Support	15	60	361											
Mental Health Services	15													
Collateral		10	311											
Assessment/Evaluation		30	331											
Individual Counseling		40	341											
Group Counseling		50	351											
Mental Health Rehab		45	381											
Plan Development		45	381											
TOTALS														
REVENUE														
REMAINING AMOUNT														
TOTAL ALLOWABLE PROGRAM EXPENDITURES														
Less Other Revenues														
Net Cost														
Use of Deferred Revenue														
Net Cost Due from Monterey County														
Amount of UOS at SMA Rate														
Due from Monterey County - lower of Net Cost or SMA/CFA														
Federal Financial Participation (FFP) Revenue														

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 these claims are maintained in our office at the address indicated.

Signature: _____ **Title:** _____
Date: _____ **Telephone:** _____

Sent to: MCHDBHFinance@ca.monterey.ca.us
 Behavioral Health Claims Section

Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____

Medi-Cal Units of Service Invoices

**Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau**

Contractor : Seneca Family of Agencies dba Kinship Center
Address Line 1 : 124 River Road, Salinas, CA 95908
Address Line 2 : _____
Tel. No. : 831-455-4700
Fax No. : _____
Contract Term: FY 2013-14 thru FY 2015-16

Invoice Number : _____
County PO No.: _____
Invoice Period : _____
Final Invoice : (Check if Yes)

FUNDED PROGRAM:
 AVATAR Program, Mode and Service Function Code
 Financial Eligibility (Admission Criteria)
 Unduplicated Number of Clients Served: _____

Identify Program **Program 1: D'Arrigo Children's Clinic - Out of County Medi-Cal : Z70VZ**

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	SMA Rate per Unit	Amount of UOS at SMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance
Case Management	15	1	301								\$ -	\$ -		\$ -
Medication Support	15	60	361											
Mental Health Services	15													
Collateral		10	311											
Assessment/Evaluation		30	331											
Individual Counseling		40	341											
Group Counseling		50	351											
Mental Health Rehab		45	361											
Plan Development		45	381											
TOTALS											\$ -	\$ -		\$ -
REMAINING AMOUNT											\$ 155,429.29	\$ 155,429.29		\$ -
Provisional Rates														
Total BUDGET												\$ 155,429.29	\$ 155,429.29	
Cash Flow Advances												\$ -	\$ -	
Gross Expenses this Period												\$ -	\$ -	
Total Dollar Amount Requested last Period												\$ -	\$ -	
Total Allowable Program Expenditures												\$ 155,429.29	\$ 155,429.29	
Less Other Revenues												\$ -	\$ -	
Net Cost												\$ 155,429.29	\$ 155,429.29	
Use of Deferred Revenue												\$ -	\$ -	
Net Cost Due from Monterey County												\$ -	\$ -	
Amount of UOS at SMA Rate												\$ 155,429.29	\$ 155,429.29	
Due from Monterey County - lower of Net Cost or SMA/CFA												\$ -	\$ -	
Federal Financial Participation (FFP) Revenue												\$ -	\$ -	
Remaining Amount in the Budget												\$ 155,429.29	\$ 155,429.29	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is as accurate as possible; and the invoice complies with the terms and conditions of the contract. Full justification and backup records for those items are maintained in our files at the address indicated.

Signature: _____ **Title:** _____
Date: _____ **Telephone:** _____

Behavioral Health Authorization for Payment
 Behavioral Health Clinics Section
 MCHDBHFinance@co.monterey.ca.us

Authorized Signatory _____ Date _____
 Med-Cat Units of Service Invoice

**Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau**

Contractor : Seneca Family of Agencies dba Kinship Center
 Address Line 1 124 River Road, Salinas, CA 93908
 Address Line 2 _____
 Tel. No.: 831-455-4700
 Fax No.: _____
 Contract Term: FY 2013-14 thru FY 2015-16
 Invoice Number : _____
 County PO No.: _____
 Invoice Period : _____
 Final Invoice : (Check if Yes)

FUNDED PROGRAM: _____
 AVATAR Program, Mode and Service Function Code _____
 Financial Eligibility (Admission Criteria) _____
 Unduplicated Number of Clients Served: _____
 Identify Program _____
 Program 2: Adoption Preservation; 27CW

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	CMA Rate per Unit	Amount of UOS at CMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or CMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance
Case Management	15	1	301								\$ -	\$ -		\$ -
Medication Support	15	60	361											
Mental Health Services	15													
Collateral		10	311											
Assessment/Evaluation		30	331											
Individual Counseling		40	341											
Group Counseling		50	351											
Mental Health Rehab		45	381											
Plan Development		45	381											
TOTALS											\$ -	\$ -		\$ -
Revenue)											\$ -	\$ -		\$ -
REMAINING AMOUNT											\$ 310,098.41	\$ 310,098.41		\$ -
Provisional Rates											\$ 310,098.41	\$ 310,098.41		\$ -
Cash Flow Advances											\$ -	\$ -		\$ -
Total BUDGET											\$ 310,098.41	\$ 310,098.41		\$ -
Net Cost											\$ -	\$ -		\$ -
Less Other Revenues											\$ -	\$ -		\$ -
Net Cost											\$ -	\$ -		\$ -
Use of Deferred Revenue											\$ -	\$ -		\$ -
Net Cost Due from Monterey County											\$ -	\$ -		\$ -
Amount of UOS at CMA Rate											\$ -	\$ -		\$ -
Due from Monterey County - lower of Net Cost or CMA/CFA											\$ -	\$ -		\$ -
Federal Financial Participation (FFP) Revenue											\$ -	\$ -		\$ -
Dollar Amount Requested Year-to-Date											\$ 310,098.41	\$ 310,098.41		\$ -
Gross Expenses this Period											\$ -	\$ -		\$ -
Dollar Amount Requested Year-to-Date											\$ 310,098.41	\$ 310,098.41		\$ -
Remaining Amount in the Budget											\$ 310,098.41	\$ 310,098.41		\$ -

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

Signature: _____ Title: _____
 Date: _____ Telephone: _____
 Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____

**Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau**

Contractor : Seneca Family of Agencies dba Kinship Center
Address Line 1 124 River Road, Salinas, CA 93908
Address Line 2 _____
Tel. No.: 831-455-4700
Fax No.: _____
Contract Term: FY 2013-14 thru FY 2015-16
Invoice Number : _____
County PO No.: _____
Invoice Period : _____
Final Invoice : (Check if Yes)

FUNDED PROGRAM:
 AVATAR Program, Mode and Service Function Code
 Financial Eligibility (Admission Criteria)
 Unduplicated Number of Clients Served: _____
Identify Program
 Program 3: Trauma Services; 27CW3

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	SMA Rate per Unit	Amount of UOS at SMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance																																																																								
															Cash Flow Advances	Provisional Rates	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year-to-Date	Remaining Amount in the Budget																																																																		
Case Management	15	1	301								\$ -	\$ -		\$ -																																																																								
Medication Support	15	80	361																																																																																			
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Plan Development		45	381																																																																																			
TOTALS								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																								
REMAINING AMOUNT																																																																																						
<table border="0" style="width:100%"> <tr> <td style="width:50%">TOTAL ALLOWABLE PROGRAM EXPENDITURES</td> <td style="width:10%">Total Dollar Amount Requested last Period</td> <td style="width:10%">Total BUDGET</td> <td style="width:10%">Cash Flow Advances</td> <td style="width:10%">Provisional Rates</td> <td style="width:10%">Total Dollar Amount Requested last Period</td> <td style="width:10%">Gross Expenses this Period</td> <td style="width:10%">Dollar Amount Requested Year-to-Date</td> <td style="width:10%">Remaining Amount in the Budget</td> </tr> <tr> <td>Less Other Revenues</td> <td>\$ 313,290.02</td> <td>\$ 313,290.02</td> <td>\$ -</td> <td>\$ 313,290.02</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 313,290.02</td> </tr> <tr> <td>Net Cost</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Use of Deferred Revenue</td> <td>\$ 313,290.02</td> <td>\$ 313,290.02</td> <td></td> <td></td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 313,290.02</td> </tr> <tr> <td>Net Cost Due from Monterey County</td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Amount of UOS at SMA Rate</td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Due from Monterey County - lower of Net Cost or SMA/CFA</td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Federal Financial Participation (FFP) Revenue</td> <td></td> <td></td> <td></td> <td></td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> </table>															TOTAL ALLOWABLE PROGRAM EXPENDITURES	Total Dollar Amount Requested last Period	Total BUDGET	Cash Flow Advances	Provisional Rates	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year-to-Date	Remaining Amount in the Budget	Less Other Revenues	\$ 313,290.02	\$ 313,290.02	\$ -	\$ 313,290.02	\$ -	\$ -	\$ -	\$ 313,290.02	Net Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Use of Deferred Revenue	\$ 313,290.02	\$ 313,290.02			\$ -	\$ -	\$ -	\$ 313,290.02	Net Cost Due from Monterey County					\$ -	\$ -	\$ -	\$ -	Amount of UOS at SMA Rate					\$ -	\$ -	\$ -	\$ -	Due from Monterey County - lower of Net Cost or SMA/CFA					\$ -	\$ -	\$ -	\$ -	Federal Financial Participation (FFP) Revenue					\$ -	\$ -	\$ -	\$ -
TOTAL ALLOWABLE PROGRAM EXPENDITURES	Total Dollar Amount Requested last Period	Total BUDGET	Cash Flow Advances	Provisional Rates	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year-to-Date	Remaining Amount in the Budget																																																																														
Less Other Revenues	\$ 313,290.02	\$ 313,290.02	\$ -	\$ 313,290.02	\$ -	\$ -	\$ -	\$ 313,290.02																																																																														
Net Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																																																														
Use of Deferred Revenue	\$ 313,290.02	\$ 313,290.02			\$ -	\$ -	\$ -	\$ 313,290.02																																																																														
Net Cost Due from Monterey County					\$ -	\$ -	\$ -	\$ -																																																																														
Amount of UOS at SMA Rate					\$ -	\$ -	\$ -	\$ -																																																																														
Due from Monterey County - lower of Net Cost or SMA/CFA					\$ -	\$ -	\$ -	\$ -																																																																														
Federal Financial Participation (FFP) Revenue					\$ -	\$ -	\$ -	\$ -																																																																														

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 this provision of that contract. Full justification and backup records for those claims are maintained in our office in the address indicated.

Signature: _____
Title: _____
Send to: MCHDBH@hpa.mco.montereyca.gov
Behavioral Health Claims Section
Date: _____
Telephone: _____
Behavioral Health Authorization for Payment
Authorized Signatory _____
Date _____

Seneca Family of Agencies/Kinship Center

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year 2014-15

Program Name: PROGRAMS 1-4 GRAND TOTAL

AVATAR Program(s) 27CW, 27CW2, 27CW3, PENDING (P4)

Unduplicated Number of Clients Served _____

Address: 124 River Road, Salinas, CA 93908

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue
Mental Health Services	15	10 - 50	670,029	\$ 1,889,480.83	\$ 670,029	\$ 1,700,533
Medication Support	15	60	34,391	\$ 179,177.11	\$ 34,391	\$ 161,259
Case Mgmt/Brokerage	15	01	113,225	\$ 246,829.74	\$ 113,225	\$ 222,147
				\$ 2,315,487.68		\$ 2,083,938.91

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Estimated Federal Fund Participation	\$ 1,184,054.10	\$ 1,793,225.21	\$ 2,083,938.91	\$ 290,713.70
DSS/Kinship Support Services Program (prog 1)	\$ 8,420.20	\$ 8,420.20	\$ 8,420.20	\$ -
First 5 Monterey County (prog 3)	29000	\$ 29,000.00	\$ 29,000.00	\$ -
MHSA (programs 1, 2, 3 & 4)	\$ 105,447.70	\$ 161,827.04	\$ 194,128.57	\$ 32,301.53
				\$ -
Total Requested Monterey County Funds	\$ 1,326,922.00	\$ 1,992,472.45	\$ 2,315,487.68	\$ 323,015.23
Other Program Revenues	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 1,326,922.00	\$ 1,992,472.45	\$ 2,315,487.68	\$ 323,015.24

B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.

I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.

A. Mode Costs (Direct Services)	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$ -	\$ 1,006,995.90	\$ 1,164,675.80	\$ 157,679.90
2 Payroll taxes	\$ -	\$ 266,919.73	\$ 306,403.45	\$ 39,483.73
3 Employee benefits	\$ -	\$ -	\$ -	\$ -
4 Workers Compensation	\$ -	\$ -	\$ -	\$ -
5 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$ -	\$ -	\$ -	\$ -
6 Temporary Staffing	\$ -	\$ -	\$ -	\$ -
7 Flexible Client Spending (please provide supporting documents)	\$ -	\$ 18,337.00	\$ 24,298.00	\$ 5,961.00
8 Travel (costs incurred to carry out the program)	\$ -	\$ 22,208.00	\$ 32,048.55	\$ 9,840.55
9 Employee Travel and Conference	\$ -	\$ 20,947.00	\$ 24,519.00	\$ 3,572.00
10 Communication Costs	\$ -	\$ 22,386.00	\$ 29,767.00	\$ 7,381.00
11 Utilities	\$ -	\$ 17,015.00	\$ 22,627.00	\$ 5,612.00
12 Cleaning and Janitorial	\$ -	\$ -	\$ -	\$ -
13 Maintenance and Repairs - Buildings	\$ -	\$ 29,000.00	\$ 38,563.00	\$ 9,563.00
14 Maintenance and Repairs - Equipment	\$ -	\$ 1,717.00	\$ 2,283.00	\$ 566.00
15 Printing and Publications	\$ -	\$ 3,967.00	\$ 5,275.00	\$ 1,308.00
16 Memberships, Subscriptions and Dues	\$ -	\$ 2,625.00	\$ 3,475.00	\$ 850.00

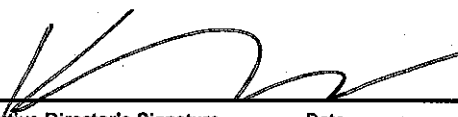
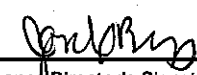
EXHIBIT H - 2

		Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
17	Office Supplies	\$ -	\$ 14,870.00	\$ 19,694.00	\$ 4,824.00
18	Postage and Mailing	\$ -	\$ 3,148.00	\$ 4,187.00	\$ 1,039.00
19	Medical Records	\$ -	\$ -	\$ -	\$ -
20	Data Processing	\$ -	\$ -	\$ -	\$ -
21	Rent and Leases - equipment	\$ -	\$ 2,305.00	\$ 3,066.00	\$ 761.00
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$ -	\$ 40,000.00	\$ 50,618.00	\$ 10,618.00
23	Taxes and assessments (Please identify the property address and method of cost allocation)	\$ -	\$ -	\$ -	\$ -
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)	\$ -	\$ 49,090.00	\$ 50,731.00	\$ 1,641.00
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	\$ -	\$ 180,776.00	\$ 187,299.00	\$ 6,523.00
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ -	\$ -	\$ -	\$ -
27	Miscellaneous (please provide details)	\$ -	\$ 25,882.00	\$ 34,416.00	\$ 8,534.00
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	\$ -	\$ 35,158.37	\$ 45,608.74	\$ 10,450.37
29	Total Mode Costs	\$ -	\$ 1,763,347.00	\$ 2,049,554.54	\$ 286,207.55
B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and					
30	Salaries and Benefits	\$ -	\$ -	\$ -	\$ -
31	Supplies	\$ -	\$ -	\$ -	\$ -
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.	\$ -	\$ -	\$ -	\$ -
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	\$ -	\$ -	\$ -	\$ -
34	Total Administrative Costs	\$ -	\$ -	\$ -	\$ -
35	TOTAL DIRECT COSTS	\$ -	\$ 1,763,347.00	\$ 2,049,554.54	\$ 286,207.55
II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.					
INDIRECT COSTS		Actual FY.2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36	Equipment (purchase price of less than \$5000)	\$ -	\$ -	\$ -	\$ -
37	Rent and Leases - equipment	\$ -	\$ -	\$ -	\$ -
38	Rent and Leases - building and improvements	\$ -	\$ 2,290.67	\$ 2,656.71	\$ 366.04
39	Taxes and assessments	\$ -	\$ -	\$ -	\$ -
40	Insurance and Indemnity	\$ -	\$ 9,165.00	\$ 10,639.00	\$ 1,474.00
41	Maintenance - equipment	\$ -	\$ -	\$ -	\$ -
42	Maintenance - building and improvements	\$ -	\$ 2,290.00	\$ 2,657.00	\$ 367.00
43	Utilities	\$ -	\$ 2,290.00	\$ 2,657.00	\$ 367.00
44	Household Expenses	\$ -	\$ -	\$ -	\$ -
45	Interest in Bonds	\$ -	\$ -	\$ -	\$ -
46	Interest in Other Long-term debts	\$ -	\$ 4,582.00	\$ 5,318.00	\$ 736.00
47	Other interest and finance charges	\$ -	\$ 25,203.00	\$ 29,253.00	\$ 4,050.00
48	Contracts Administration	\$ -	\$ 27,497.00	\$ 31,917.00	\$ 4,420.00
49	Legal and Accounting (when required for the administration of the County Programs)	\$ -	\$ -	\$ -	\$ -
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ -	\$ -	\$ -	\$ -
51	Data Processing	\$ -	\$ -	\$ -	\$ -

EXHIBIT H - 2

		Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
52	Personnel Administration	\$ -	\$ 135,182.00	\$ 156,901.00	\$ 21,719.00
53	Medical Records	\$ -	\$ -	\$ -	\$ -
54	Other Professional and Specialized Services	\$ -	\$ 20,625.78	\$ 23,934.43	\$ 3,308.65
55	Transportation and Travel	\$ -	\$ -	\$ -	\$ -
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	\$ -	\$ -	\$ -	\$ -
57	Total Indirect costs	\$ -	\$ 229,125.45	\$ 265,933.14	\$ 36,807.69
63	Total Allowable Costs	\$ -	\$ 1,992,472.45	\$ 2,315,487.68	\$ 323,015.24
COST REPORT INFORMATION:			Budget FY 2013-14	Budget FY 2014-15	Change
64	Land				
65	Buildings and Improvements				
66	Equipment (purchase price of \$5000 or more)				
67	Total				

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.


5/5/14

5/5/14

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$ 131,250	0.14	\$ 16,384
Program Director	\$ 75,596	1.00	\$ 74,710
Program Manager	\$ 61,950	2.00	\$ 64,446
Clinicians	\$ 49,161	11.92	\$ 558,208
Counselors	\$ 44,991	4.70	\$ 126,368
Case Assistants/Clerica	\$ 35,596	3.20	\$ 81,465
			\$ -
			\$ -
			\$ -
Total Salaries and Wages		22.96	\$ 921,582

**Seneca Family of Agencies/Kinship Center
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health**

Fiscal Year 2014-15

Program Name: D'Arrigo Clinic: Program 1
Unduplicated Number of Clients Served: _____

AVATAR Program 27CW2
Address: 124 River Road, Salinas, CA 93908

Service Description Monterey County Residents (In-County Medi-Cal)	Mode of Service	Service Function Code	Total Units of Service	Maximum COUNTY Liability by Program (MHA)	Estimated Medi-Cal Units of Service	Est Federal Financial Participation (FFP) Revenue
Mental Health Services	15	10 - 50	306,034	\$ 863,015.88	\$ 306,034	\$ 776,714
Medication Support	15	60	15,188	\$ 79,129.48	\$ 15,188	\$ 71,217
Case Mgmt/Brokerage	15	01	42,067	\$ 91,706.06	\$ 42,067	\$ 82,535
SubTotals				\$ 1,033,851.42	363,289	\$ 930,466.28

Service Description Monterey County Residents (Other County Medi-Cal)	Mode of Service	Service Function Code	Total Units of Service	Maximum COUNTY Liability by Program (MHA)	Estimated Medi-Cal Units of Service	Est Federal Financial Participation (FFP) Revenue
Mental Health Services	15	10 - 50	36,750	\$ 103,635.00	36,750	\$ 93,272
Medication Support	15	60	5,465	\$ 28,472.65	5,465	\$ 25,625
Case Mgmt/Brokerage	15	01	10,698	\$ 23,321.64	10,698	\$ 20,989
SubTotals				\$ 155,429.29		\$ 139,886.36

Grand Totals				\$ 1,189,280.71		\$ 1,070,352.64
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	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Estimated Federal Funding Participation	\$ 990,719.10	\$ 1,075,700.40	\$ 1,070,352.64	\$ (5,347.76)
MHSA	\$ 72,659.70	\$ 111,102.07	\$ 110,507.87	\$ (594.20)
DSS/Kinship Support Services Program	\$ 8,420.20	\$ 8,420.20	\$ 8,420.20	\$ -
First 5 Monterey County	\$ 29,000.00	\$ -	\$ -	\$ -
Cash Flow Advances				
				\$ -
				\$ -
				\$ -
				\$ -

Total Requested Monterey County Funds	\$ 1,100,799.00	\$ 1,195,222.67	\$ 1,189,280.71	\$ (5,941.96)
Other Program Revenues				\$ -
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 1,100,799.00	\$ 1,195,222.67	\$ 1,189,280.71	\$ (5,941.96)

B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in 1. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.

A. Mode Costs (Direct Services)	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$ 605,920.00	\$ 602,908.00	\$ (3,012.00)
2 Payroll taxes		\$ 163,598.00	\$ 162,785.00	\$ (813.00)
3 Employee benefits				\$ -
4 Workers Compensation				\$ -
5 Severance Pay (if required by law, employer-employee agreement or established written				\$ -
6 Temporary Staffing				\$ -
7 Flexible Client Spending (please provide supporting documents)		\$ 8,386.00	\$ 8,344.00	\$ (42.00)
8 Travel (costs incurred to carry out the program)		\$ 8,772.00	\$ 8,728.00	\$ (44.00)
9 Employee Travel and Conference		\$ 10,751.00	\$ 10,697.00	\$ (54.00)
10 Communication Costs		\$ 10,980.00	\$ 10,925.00	\$ (55.00)
11 Utilities		\$ 8,344.00	\$ 8,303.00	\$ (41.00)
12 Cleaning and Janitorial				\$ -
13 Maintenance and Repairs - Buildings		\$ 14,223.00	\$ 14,152.00	\$ (71.00)
14 Maintenance and Repairs - Equipment		\$ 843.00	\$ 838.00	\$ (5.00)
15 Printing and Publications		\$ 1,946.00	\$ 1,936.00	\$ (10.00)
16 Memberships, Subscriptions and Dues		\$ 1,178.00	\$ 1,172.00	\$ (6.00)
17 Office Supplies		\$ 6,734.00	\$ 6,700.00	\$ (34.00)
18 Postage and Mailing		\$ 1,544.00	\$ 1,537.00	\$ (7.00)
19 Medical Records				\$ -
20 Data Processing				\$ -
21 Rent and Leases - equipment		\$ 1,130.00	\$ 1,125.00	\$ (5.00)
22 Rent and Leases - building and improvements (please identify the property address and		\$ 21,501.00	\$ 21,395.00	\$ (106.00)
23 Taxes and assessments (Please identify the property address and method of cost				\$ -
24 Interest in Other Long-term debts (please identify the property address and method of		\$ 34,721.00	\$ 34,548.00	\$ (173.00)
25 Other Professional and Consultant Services (allowable with prior specific approval from		\$ 126,372.00	\$ 125,744.00	\$ (628.00)
26 Audit Costs and Related Services (Audits required by and conducted in accordance with				\$ -
27 Miscellaneous (please provide details)		\$ 12,694.00	\$ 12,631.00	\$ (63.00)
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide		\$ 18,081.00	\$ 17,991.00	\$ (90.00)
29 Total Mode Costs	\$ -	\$ 1,057,718.00	\$ 1,052,459.00	\$ (5,259.00)

EXHIBIT H-2

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
B. Administrative Costs - the allocation base must reasonably reflect the level of				
30 Salaries and Benefits				\$ -
31 Supplies				\$ -
32 Others - please provide details. Expense must be authorized by the County and/or not				\$ -
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide				\$ -
34 Total Administrative Costs	\$ -	\$ -	\$ -	\$ -
35 TOTAL DIRECT COSTS	\$ -	\$ 1,057,718.00	\$ 1,052,459.00	\$ (5,259.00)
Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the				
INDIRECT COSTS	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36 Equipment (purchase price of less than \$5000)		\$ -	\$ -	\$ -
37 Rent and Leases - equipment		\$ -	\$ -	\$ -
38 Rent and Leases - building and improvements		\$ 1,375.67	\$ 1,367.71	\$ (7.96)
39 Taxes and assessments				\$ -
40 Insurance and Indemnity		\$ 5,500.00	\$ 5,473.00	\$ (27.00)
41 Maintenance - equipment				\$ -
42 Maintenance - building and improvements		\$ 1,375.00	\$ 1,368.00	\$ (7.00)
43 Utilities		\$ 1,375.00	\$ 1,368.00	\$ (7.00)
44 Household Expenses				\$ -
45 Interest in Bonds				\$ -
46 Interest in Other Long-term debts		\$ 2,750.00	\$ 2,736.00	\$ (14.00)
47 Other interest and finance charges		\$ 15,125.00	\$ 15,050.00	\$ (75.00)
48 Contracts Administration		\$ 16,500.00	\$ 16,418.00	\$ (82.00)
49 Legal and Accounting (when required for the administration of the County Programs)				\$ -
50 Audit Costs and Related Services (Audits required by and conducted in accordance with				\$ -
51 Data Processing				\$ -
52 Personnel Administration		\$ 81,127.00	\$ 80,724.00	\$ (403.00)
53 Medical Records				\$ -
54 Other Professional and Specialized Services		\$ 12,377.00	\$ 12,317.00	\$ (60.00)
55 Transportation and Travel		\$ -	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of		\$ -	\$ -	\$ -
57 Total indirect costs	\$ -	\$ 137,504.67	\$ 136,821.71	\$ (682.96)
63 Total Allowable Costs	\$ -	\$ 1,195,222.67	\$ 1,189,280.71	\$ (5,941.96)
COST REPORT INFORMATION:				
64 Land		Budget FY 2013-14	Budget FY 2014-15	Change
65 Buildings and Improvements				
66 Equipment (purchase price of \$5000 or more)				
67 Total				
<i>We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's</i>				
Executive Director's Signature	Date	Finance Director's Signature	Date	

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$ 131,250	0.08	\$ 10,923
Program Director	\$ 75,596	0.70	\$ 55,049
Program Manager	\$ 61,950	0.70	\$ 45,112
Clinicians	\$ 49,161	7.32	\$ 374,457
Counselors	\$ 44,991	1.40	\$ 65,525
Case Assistants/Clerica	\$ 35,596	1.40	\$ 51,842
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries and Wages			\$ 602,908

**Seneca Family of Agencies/Kinship Center
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health**

Fiscal Year 2014-15

Program Name: Adoption Preservation: Program 2
Unduplicated Number of Clients Served _____

AVATAR Program(s) 27CW
Address: 124 River Road, Salinas, CA 93908

Service Description	Mode of Service	Service Function Code	Total Units of Service	Maximum COUNTY Liability by Program (MHSA)	Estimated Medi-Cal Units of Service	Est Federal Financial Participation (FFP) Revenue
Mental Health Services	15	10 - 50	90,430	\$ 255,012.60	90,430	\$ 229,511
Medication Support	15	60	4,038	\$ 21,037.98	4,038	\$ 18,934
Case Mgmt/Brokerage	15	01	15,618	\$ 34,047.83	15,618	\$ 30,643
Totals				\$ 310,098.41	110,086	\$ 279,088.57

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Estimated Federal Financial Participation	\$ 193,335.00	\$ 221,484.65	\$ 279,088.57	\$ 57,603.92
MHSA	\$ 32,788.00	\$ 24,609.40	\$ 31,009.84	\$ 6,400.44
				\$ -
				\$ -
				\$ -
Cash Flow Advances				\$ -
				\$ -
				\$ -
		\$ -		\$ -
Total Requested Monterey County Funds	\$ 226,123.00	\$ 246,094.05	\$ 310,098.41	\$ 64,004.36
Other Program Revenues		\$ -		
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 226,123.00	\$ 246,094.05	\$ 310,098.41	\$ 64,004.36
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements				
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.				
A. Mode Costs (Direct Services)				
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$ 126,857.00	\$ 159,851.00	\$ 32,994.00
2 Payroll taxes		\$ 31,714.00	\$ 39,963.00	\$ 8,249.00
3 Employee benefits		\$ -	\$ -	\$ -
4 Workers Compensation		\$ -	\$ -	\$ -
5 Severance Pay (if required by law, employer-employee agreement or established)		\$ -	\$ -	\$ -
6 Temporary Staffing		\$ -	\$ -	\$ -
7 Flexible Client Spending (please provide supporting documents)		\$ 2,596.00	\$ 3,272.00	\$ 676.00
8 Travel (costs incurred to carry out the program)		\$ 5,743.00	\$ 7,237.00	\$ 1,494.00
9 Employee Travel and Conference		\$ 5,366.00	\$ 6,762.00	\$ 1,396.00
10 Communication Costs		\$ 1,778.00	\$ 2,241.00	\$ 463.00
11 Utilities		\$ 1,351.00	\$ 1,702.00	\$ 351.00
12 Cleaning and Janitorial		\$ -	\$ -	\$ -
13 Maintenance and Repairs - Buildings		\$ 2,302.00	\$ 2,901.00	\$ 599.00
14 Maintenance and Repairs - Equipment		\$ 136.00	\$ 172.00	\$ 36.00
15 Printing and Publications		\$ 315.00	\$ 397.00	\$ 82.00
16 Memberships, Subscriptions and Dues		\$ 413.00	\$ 520.00	\$ 107.00
17 Office Supplies		\$ 2,229.00	\$ 2,809.00	\$ 580.00
18 Postage and Mailing		\$ 250.00	\$ 315.00	\$ 65.00
19 Medical Records		\$ -	\$ -	\$ -
20 Data Processing		\$ -	\$ -	\$ -
21 Rent and Leases - equipment		\$ 183.00	\$ 231.00	\$ 48.00
22 Rent and Leases - building and improvements (please identify the property address)		\$ 3,481.00	\$ 4,387.00	\$ 906.00
23 Taxes and assessments (Please identify the property address and method of cost)		\$ -	\$ -	\$ -
24 Interest in Other Long-term debts (please identify the property address and method of cost)		\$ 5,621.00	\$ 7,083.00	\$ 1,462.00
25 Other Professional and Consultant Services (allowable with prior specific approval)		\$ 22,562.00	\$ 28,430.00	\$ 5,868.00
26 Audit Costs and Related Services (Audits required by and conducted in accordance)		\$ -	\$ -	\$ -
27 Miscellaneous (please provide details)		\$ 2,056.00	\$ 2,590.00	\$ 534.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and		\$ 2,927.00	\$ 3,689.00	\$ 762.00
29 Total Mode Costs	\$ -	\$ 217,880.00	\$ 274,552.00	\$ 56,672.00
B. Administrative Costs - the allocation base must reasonably reflect the level				
30 Salaries and Benefits				\$ -
31 Supplies				\$ -
32 Others - please provide details. Expense must be authorized by the County and/or not				\$ -
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and				\$ -
34 Total Administrative Costs	\$ -	\$ -	\$ -	\$ -
35 TOTAL DIRECT COSTS	\$ -	\$ 217,880.00	\$ 274,552.00	\$ 56,672.00
II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to				

EXHIBIT H-2

		Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
INDIRECT COSTS		Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36	Equipment (purchase price of less than \$5000)		\$ -	\$ -	\$ -
37	Rent and Leases - equipment		\$ -	\$ -	\$ -
38	Rent and Leases - building and improvements		\$ 282.00	\$ 355.00	\$ 73.00
39	Taxes and assessments		\$ -	\$ -	\$ -
40	Insurance and Indemnity		\$ 1,128.00	\$ 1,422.00	\$ 294.00
41	Maintenance - equipment		\$ -	\$ -	\$ -
42	Maintenance - building and improvements		\$ 282.00	\$ 355.00	\$ 73.00
43	Utilities		\$ 282.00	\$ 355.00	\$ 73.00
44	Household Expenses		\$ -	\$ -	\$ -
45	Interest in Bonds		\$ -	\$ -	\$ -
46	Interest in Other Long-term debts		\$ 564.00	\$ 711.00	\$ 147.00
47	Other interest and finance charges		\$ 3,103.00	\$ 3,910.00	\$ 807.00
48	Contracts Administration		\$ 3,385.00	\$ 4,266.00	\$ 881.00
49	Legal and Accounting (when required for the administration of the County Programs)		\$ -	\$ -	\$ -
50	Audit Costs and Related Services (Audits required by and conducted in accordance		\$ -	\$ -	\$ -
51	Data Processing		\$ -	\$ -	\$ -
52	Personnel Administration		\$ 16,645.00	\$ 20,974.00	\$ 4,329.00
53	Medical Records		\$ -	\$ -	\$ -
54	Other Professional and Specialized Services		\$ 2,543.05	\$ 3,198.41	\$ 655.36
55	Transportation and Travel		\$ -	\$ -	\$ -
56	Advertising (for recruitment of admin personnel, procurement of services and disposal		\$ -	\$ -	\$ -
57	Total Indirect costs	\$ -	\$ 28,214.05	\$ 35,546.41	\$ 7,332.36
63	Total Allowable Costs	\$ -	\$ 246,094.05	\$ 310,098.41	\$ 64,004.36
COST REPORT INFORMATION:			Budget FY 2013-14	Budget FY 2014-15	Change
64	Land				
65	Buildings and Improvements				
66	Equipment (purchase price of \$5000 or more)				
67	Total				

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's

Executive Director's Signature: *[Signature]* Date: 5/5/14
 Finance Director's Signature: *[Signature]* Date: 5/5/14

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$ 131,250	0.02	\$ 2,731
Program Director	\$ 75,596	0.05	\$ 3,932
Program Manager	\$ 61,950	0.10	\$ 6,444
Clinicians	\$ 49,161	1.59	\$ 81,427
Counselors	\$ 44,991	1.00	\$ 46,803
Case Assistants/Clerica	\$ 35,596	0.50	\$ 18,515
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries and Wages			\$ 159,851

**Seneca Family of Agencies/Kinship Center
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health**

Fiscal Year 2014-15

Program Name: Trauma Services Program: Program
Unduplicated Number of Clients Set: _____

AVATAR Program(s) 27CW3
Address: 124 River Road, Salinas, CA 93908

Service Description	Mode of Service	Service Function Code	Total Units of Service	Maximum COUNTY Liability by Program (MHSA)	Estimated Medi-Cal Units of Service	Est Federal Financial Participation (FFP) Revenue
Mental Health	15	10 - 50	97,855	\$ 275,950.15	97,855	\$ 248,355.13
Case Mgmt/	15	60	17,128	\$ 37,339.87	17,128	\$ 33,605.88
Totals				\$ 313,290.02	114,983	\$ 281,961.01

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Estimated Federal Fund Participation		\$ 271,040.16	\$ 281,961.01	\$ 10,920.85
MHSA		\$ 1,115.57	\$ 2,329.00	\$ 1,213.43
First 5 Monterey County	\$ -	\$ 29,000.00	\$ 29,000.00	\$ -
				\$ -
				\$ -
Cash Flow Advances				\$ -
				\$ -
				\$ -
				\$ -
Total Requested Monterey County Funds	\$ -	\$ 301,155.73	\$ 313,290.02	\$ 12,134.29
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ -	\$ 301,155.73	\$ 313,290.02	\$ 12,134.29
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements				
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.				
A. Mode Costs (Direct Services)	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wage		\$ 152,672.00	\$ 158,823.00	\$ 158,823.00
2 Payroll taxes		\$ 41,221.00	\$ 42,882.00	\$ 42,882.00
3 Employee benefits				
4 Workers Compensation				
5 Severance Pay (if required by law, employer-employee agreement or established				
6 Temporary Staffing				
7 Flexible Client Spending (please provide supporting documents)		\$ 2,113.00	\$ 2,198.00	\$ 85.00
8 Travel (costs incurred to carry out the program)		\$ 2,210.00	\$ 2,299.00	\$ 89.00
9 Employee Travel and Conference		\$ 2,709.00	\$ 2,818.00	\$ 109.00
10 Communication Costs		\$ 2,766.00	\$ 2,877.00	\$ 111.00
11 Utilities		\$ 2,103.00	\$ 2,188.00	\$ 85.00
12 Cleaning and Janitorial			\$ -	\$ -
13 Maintenance and Repairs - Buildings		\$ 3,584.00	\$ 3,728.00	\$ 144.00
14 Maintenance and Repairs - Equipment		\$ 212.00	\$ 221.00	\$ 9.00
15 Printing and Publications		\$ 490.00	\$ 510.00	\$ 20.00
16 Memberships, Subscriptions and Dues		\$ 297.00	\$ 309.00	\$ 12.00
17 Office Supplies		\$ 1,697.00	\$ 1,765.00	\$ 68.00
18 Postage and Mailing		\$ 389.00	\$ 405.00	\$ 16.00
19 Medical Records			\$ -	\$ -
20 Data Processing			\$ -	\$ -
21 Rent and Leases - equipment		\$ 285.00	\$ 296.00	\$ 11.00
22 Rent and Leases - building and improvements (please identify the property		\$ 5,418.00	\$ 5,636.00	\$ 218.00
23 Taxes and assessments (Please identify the property address and method of			\$ -	\$ -
24 Interest in Other Long-term debts (please identify the property address and		\$ 8,748.00	\$ 9,100.00	\$ 352.00
25 Other Professional and Consultant Services (allowable with prior specific		\$ 31,842.00	\$ 33,125.00	\$ 1,283.00
26 Audit Costs and Related Services (Audits required by and conducted in			\$ -	\$ -
27 Miscellaneous (please provide details)		\$ 3,198.00	\$ 3,327.00	\$ 129.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds		\$ 4,556.00	\$ 4,740.00	\$ 184.00
29 Total Mode Costs	\$ -	\$ 266,510.00	\$ 277,247.00	\$ 10,737.00
B. Administrative Costs - the allocation base must reasonably reflect the				
30 Salaries and Benefits				\$ -
31 Supplies				\$ -
32 Others - please provide details. Expense must be authorized by the County				\$ -
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds				\$ -
34 Total Administrative Costs	\$ -	\$ -	\$ -	\$ -
35 TOTAL DIRECT COSTS	\$ -	\$ 266,510.00	\$ 277,247.00	\$ 10,737.00
II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable				
INDIRECT COSTS	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36 Equipment (purchase price of less than \$5000)		\$ -	\$ -	\$ -

EXHIBIT H-2

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change	
37	Rent and Leases - equipment	\$ -	\$ -	\$ -	
38	Rent and Leases - building and improvements	\$ 346.00	\$ 360.00	\$ 14.00	
39	Taxes and assessments	\$ -	\$ -	\$ -	
40	Insurance and Indemnity	\$ 1,386.00	\$ 1,442.00	\$ 56.00	
41	Maintenance - equipment	\$ -	\$ -	\$ -	
42	Maintenance - building and improvements	\$ 346.00	\$ 360.00	\$ 14.00	
43	Utilities	\$ 346.00	\$ 360.00	\$ 14.00	
44	Household Expenses	\$ -	\$ -	\$ -	
45	Interest in Bonds	\$ -	\$ -	\$ -	
46	Interest in Other Long-term debts	\$ 693.00	\$ 721.00	\$ 28.00	
47	Other interest and finance charges	\$ 3,811.00	\$ 3,965.00	\$ 154.00	
48	Contracts Administration	\$ 4,159.00	\$ 4,327.00	\$ 168.00	
49	Legal and Accounting (when required for the administration of the County	\$ -	\$ -	\$ -	
50	Audit Costs and Related Services (Audits required by and conducted in	\$ -	\$ -	\$ -	
51	Data Processing	\$ -	\$ -	\$ -	
52	Personnel Administration	\$ 20,441.00	\$ 21,265.00	\$ 824.00	
53	Medical Records	\$ -	\$ -	\$ -	
54	Other Professional and Specialized Services	\$ 3,117.73	\$ 3,243.02	\$ 125.29	
55	Transportation and Travel	\$ -	\$ -	\$ -	
58	Advertising (for recruitment of admin personnel, procurement of services and	\$ -	\$ -	\$ -	
57	Total Indirect costs	\$ -	\$ 34,645.73	\$ 36,043.02	\$ 1,397.29
63	Total Allowable Costs	\$ -	\$ 301,155.73	\$ 313,290.02	\$ 12,134.29
COST REPORT INFORMATION:		Budget FY 2013-14	Budget FY 2014-15	Change	
64	Land				
65	Buildings and Improvements				
66	Equipment (purchase price of \$5000 or more)				
67	Total				

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to


Date
5/5/14
Finance Director's Signature
Date
5/5/14

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$ 131,250	0.02	\$ 2,731
Program Director	\$ 75,596	0.20	\$ 15,728
Program Manager	\$ 61,950	0.20	\$ 12,889
Clinicians	\$ 49,161	2.00	\$ 102,325
Counselors	\$ 44,991	0.30	\$ 14,041
Case Assistants/Clerica	\$ 35,596	0.30	\$ 11,109
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries and Wages			\$ 158,823

EXHIBIT H-2

	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
42 Maintenance - building and improvements		\$ 287.00	\$ 574.00	\$ 287.00
43 Utilities		\$ 287.00	\$ 574.00	\$ 287.00
44 Household Expenses			\$ -	\$ -
45 Interest in Bonds			\$ -	\$ -
46 Interest in Other Long-term debts		\$ 575.00	\$ 1,150.00	\$ 575.00
47 Other interest and finance charges		\$ 3,164.00	\$ 6,328.00	\$ 3,164.00
48 Contracts Administration		\$ 3,453.00	\$ 6,906.00	\$ 3,453.00
49 Legal and Accounting (when required for the administration of the County Programs)			\$ -	\$ -
50 Audit Costs and Related Services (Audits required by and conducted in accordance			\$ -	\$ -
51 Data Processing			\$ -	\$ -
52 Personnel Administration		\$ 16,969.00	\$ 33,938.00	\$ 16,969.00
53 Medical Records			\$ -	\$ -
54 Other Professional and Specialized Services		\$ 2,588.00	\$ 5,176.00	\$ 2,588.00
55 Transportation and Travel		\$ -	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and		\$ -	\$ -	\$ -
57 Total Indirect costs	\$ -	\$ 28,761.00	\$ 57,522.00	\$ 28,761.00
63 Total Allowable Costs	\$ -	\$ 250,000.00	\$ 502,818.54	\$ 252,818.55
COST REPORT INFORMATION:				
		Budget FY 2013-14	Budget FY 2014-15	Change
64 Land				
65 Buildings and Improvements				
66 Equipment (purchase price of \$5000 or more)				
67 Total				

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's

Executive Director's Signature _____ Date 5/5/14 Finance Director's Signature [Signature] Date 5/5/15

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$ 131,250	0.02	\$ 2,625
Program Director	\$ 75,596	0.05	\$ 3,780
Program Manager/Clinical Supervisor	\$ 61,950	1.00	\$ 61,950
Child & Family Therapist	\$ 49,161	1.00	\$ 49,161
Family Support Counselors	\$ 44,991	2.00	\$ 89,982
Program Assitant/Case Assistant	\$ 35,596	1.00	\$ 35,596

Total Salaries and Wages \$ 243,094