

**AMENDMENT NO. 5
TO MENTAL HEALTH SERVICES AGREEMENT A-12775
BY AND BETWEEN COUNTY OF MONTEREY AND
FELTON INSTITUTE**

THIS AMENDMENT NO. 5 is made to MENTAL HEALTH SERVICES AGREEMENT A-12775 by and between the **County of Monterey**, a political subdivision of the State of California, (hereinafter referred to as “COUNTY”) and **FELTON INSTITUTE**, (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-12775 in the amount of \$1,500,000 for the term July 1, 2015 to June 30, 2018 for the provision of prevention and recovery in early psychosis services; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, and H for Fiscal Years (FY) 2017-18 and 2018-19; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, and H for FY 2019-20; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3 to MENTAL HEALTH SERVICES AGREEMENT A-12775 changing the CONTRACTOR’S business name from Family Service Agency of San Francisco to Felton Institute and revising EXHIBITS A, B, and H for FY 2020-21; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to MENTAL HEALTH SERVICES AGREEMENT A-12775 revising EXHIBITS A, B, G, AND H for FY 2020-21; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, the COUNTY and CONTRACTOR wish to renew the AGREEMENT, effective June 30, 2021, extend the term for one (1) additional FY, and add \$633,608 for a revised total AGREEMENT amount of \$3,918,608 for the new term of July 1, 2018 through June 30, 2022.

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

1. Section IV. TERM AND TERMINATION, A. Term. shall be amended by removing, “This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2021” and replacing it with, “This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2022.”
2. EXHIBIT A-5: PROGRAM DESCRIPTION replaces EXHIBITS A-4, A-3, A-2, A-1, and A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-5.

3. EXHIBIT B-5: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-4, B-3, B-2, B-1, and B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-5.
4. EXHIBIT F-1: BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT F-1.
5. EXHIBIT G-5: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE replaces EXHIBITS G-4, G-3, G-2, G-1 and G. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT G-5.
6. EXHIBIT H-5: BUDGET AND EXPENDITURE REPORT replaces EXHIBITS H-4, H-3, H-2, H-1 and H. All references in the AGREEMENT to EXHIBIT H shall be construed to refer to EXHIBIT H-5.
7. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
8. This AMENDMENT NO. 5 shall be effective June 30, 2021.
9. A copy of this AMENDMENT NO. 5 shall be attached to the original AGREEMENT executed by the COUNTY on June 23, 2015.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 5 to AGREEMENT A-12775 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form ¹

By:  _____
County Counsel

Date: 11/16/2021 | 1:55 PM PST

Approved as to Fiscal Provisions²

By:  _____
Auditor/Controller

Date: 11/16/2021 | 1:58 PM PST

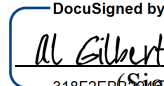
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

FELTON INSTITUTE

Contractor's Business Name* _____

By:  _____

Signature of Chair, President,
or Vice-President) *
Al Gilbert CEO

Name and Title _____

Date: 11/12/2021 | 4:24 PM PST

By:  _____

(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Marvin Davis CFO/COO

Name and Title _____

Date: 11/12/2021 | 4:27 PM PST

*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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-5: PROGRAM DESCRIPTION

I. IDENTIFICATION

(re)MIND[®] Monterey, formerly known as Prevention and Recovery in Early Psychosis (PREP)

11 Quail Run Circle, Suite 202
Salinas, CA 93907
Phone: 831-424-5033
Fax: 831-424-5044

1005 Atlantic Avenue
Alameda, CA 94501
Phone: 415-474-7310
Fax: 415-931-3773

II. PROGRAM DESCRIPTION

1. The (re)MIND[®] Monterey program provides early psychosis coordinated specialty care for individuals ages 14-35, within five years of their first psychotic break who are diagnosed with Schizophrenia, Schizophreniform Disorder, Schizoaffective Disorder, or Unspecified Schizophrenia and Other Psychotic Disorder. The (re)MIND[®] Monterey program implements evidence-based practices as a part of its nationally recognized coordinated specialty care model promoting positive outcomes for individuals experiencing early signs and symptoms of schizophrenia by addressing the impact of psychosis in multiple areas of functioning. The (re)MIND[®] Monterey program supports symptom remission, active recovery, family engagement and support, and stigma-reduction through community psychoeducation. (re)MIND[®] Monterey services include the following early psychosis coordinated specialty care components:
 - **Individual Psychotherapy** – The (re)MIND[®] Monterey program implements formulation-based **Cognitive Behavioral Therapy for Psychosis (CBTp)**, widely available in England and Australia. CBTp is supported by research as effective in improving individuals’ ability to manage psychotic symptoms, address triggers, and develop coping skills and a relapse prevention plan.
 - **Medication Support** - The (re)MIND[®] Monterey program implements an Algorithm-Based Medication Management. The (re)MIND[®] Monterey antipsychotic medication algorithm was developed by Dr. Demian Rose (UCSF), adapted from the Texas Medication Algorithm for medication support for young adults in the early stages of psychosis. The primary goal of the (re)MIND[®] Monterey medication algorithm is to guide the prescriber, client, and family toward finding a medication regimen that the client is more likely to adhere to long-term. However, (re)MIND[®] Monterey also serves individuals who do not wish to take medications and will offer regular appointments with the prescriber for review of symptoms and treatment options.
 - **Structured Diagnostic Assessments** - The (re)MIND[®] Monterey program utilizes the SCID-5 (Structured Clinical Interview for DSM-5 Diagnoses) for accurate, research-validated diagnosis as well as a comprehensive psychoeducational session to educate individuals and families about diagnosis, resources, and treatment outcomes.
 - **Case Management** - Through a “whatever-it-takes” approach, the (re)MIND[®] Monterey program implements intensive, strength-based, care management to address the broad spectrum of clients and family needs, including linkage to community

resources and other services as identified in the course of assessment and treatment.

- **Supported Employment and Education** - The (re)MIND® Monterey program implements *Individual Placement and Support* (IPS) evidence-based model of supported employment adapted for youth. This model was developed at Dartmouth for individuals with severe mental illness and has documented effectiveness for young adults with psychosis.
- **Family Support and Psychoeducation** - The (re)MIND® Monterey program implements Multi-Family Psychoeducation (MFG) or Single-Family Psychoeducation (utilizing MFG Problem-Solving Skills) to increase family social support, educate about symptoms of psychosis and develop family coping skills.
- **Community Outreach and Education** - The (re)MIND® Monterey program implements a comprehensive community outreach campaign providing education about early signs and symptoms of psychosis and the importance of early intervention, behavioral health wellness, psychosis and stigma.
- **Mental Health Promotion/Consultation** - The (re)MIND® Monterey program implements individualized mental health consultation to caregivers and providers, including pre-screening of individuals for potential referral for early psychosis assessment and treatment or other behavioral health services, as indicated.

Enrolled clients will be offered all modalities of individual and family services based on their identified needs. (re)MIND® Monterey services will be provided at the (re)MIND® Monterey office or other locations including clients' home, school, or other community locations throughout Monterey County with the goal of decreasing barriers to accessing early psychosis coordinated specialty care. Services are voluntary and will be provided based on individual choice and willingness to participate.

2. Maternal Intensive Collaborative for Perinatal Psychosis

Building on CONTRACTOR'S experience with the provision of mental health treatment for individuals who are experiencing early psychosis, the program will expand their treatment expertise to include puerperal psychosis.

CONTRACTOR will accept referrals through Monterey County Behavioral Health when a mother, age 14 and older, is identified whose perinatal symptoms include psychosis or psychotic features. Using a best-practice model, Felton Institute will conduct a thorough assessment and make treatment recommendations to increase stabilization of symptoms within a family context. This will be done in collaboration with medical and mental health providers specializing in perinatal issues and infant mental health outcomes. A treatment plan will be developed that clarifies roles for treatment team members to ensure coordination of care and monitor any duplicative services. CONTRACTOR will provide specialty treatment to help address psychotic symptoms that are impacting the client's ability to function and will lead the team in risk assessment and safety precautions to help ensure safety of the mother and infant.

Psychiatric care will be provided under best practice guidelines for pregnant and breast-feeding mothers. Clinical care will be provided that is informed by research

for treating puerperal psychosis and will take into consideration risk and protective factors that are unique to the perinatal period and will consider the infant as well as the mother/child dyad in treatment interventions.

III. PROGRAM GOALS

- A. Provide early detection and intervention for psychosis through rigorous structured diagnostic assessments and evidence-based early psychosis coordinated specialty care for Monterey County residents.
- B. Increase clients' ability to function independently and maintain quality of life goals.
- C. Reduce psychiatric hospitalization visits and length of stays in acute inpatient settings.

IV. TREATMENT SERVICES

A. Types of Service:

1. Mode of Service: Outpatient Mental Health Services

MEDI-CAL:

Contracted Units of Service (UOS) per Fiscal Year (FY) by Service Function Code.
Avatar Code/Name: DTCSOCPRI / FSA of San Francisco MoCo PREP

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all UOS and cost in accordance with Section XIV, Annual Cost Report.

Type of Service	Mode of Service	Service Function Code	Est. UOS (minute) FY 15-16	Est. UOS (minute) FY 16-17	Est. UOS (minute) FY 17-18	Est. UOS (minute) FY 18-19	Est. UOS (minute) FY 19-20	Est. UOS (minute) FY 20-21	Est. UOS (minute) FY 21-22
Case Management	15	1	20,001	20,001	20,001	16,952	16,952	29,865	29,865
Intensive Care Coordination*	15	1	0	0	0	0	1,953	-	0
Medication Support	15	60	23,400	23,400	23,400	19,844	19,027	14,484	14,484
Crisis Intervention	15	70	1,200	1,200	1,200	1,015	1,015	980	980
Mental Health Services	15	10, 30*, 40, 45, 50	117,486	117,486	117,486	99,440	99,440	78,116	78,116

*Services are only available to clients under the age of 21.

NON MEDI-CAL:

Contracted Units of Service (UOS) per Fiscal Year (FY) by Service Function Code.
Avatar Program Name/Code: FSA27PREP/FSA PREP FEP SAMHSA

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all UOS and cost in accordance with Section XIV, Annual Cost Report.

Type of Service	Mode of Service	Service Function Code	Est. UOS (minute) FY 17-18	Est. UOS (minute) FY 18-19	Est. UOS (minute) FY 19-20	Est. UOS (minute) FY 20-21	Est. UOS (minute) FY 21-22
Case Management	15	1	402	3,389	3,389	3,609	3,097
Intensive Care Coordination*	15	1	0	0	1,953	0	0
Medication Support	15	60	467	3,969	3,152	2,170	2,039
Crisis Intervention	15	70	25	202	202	190	300
Mental Health Services	15	10, 30*, 40, 45, 50	2,348	19,890	19,890	7,755	6,615

*Services are only available to clients under the age of 21.

2. Community Outreach and Engagement and Mental Health Consultation and Screening

The (re)MIND® Monterey program will provide community outreach psychoeducational activities to other mental health and social services organizations in order to increase referrals and educate professionals about psychosis early intervention. Special efforts will be taken to engage traditionally underserved population groups – reaching out to those who would not typically receive or who would experience a delay in services due to factors such as limited access to services, stigma, poverty, and cultural and linguistic barriers. Community outreach and engagement activities will target other mental health and social services organizations, schools, faith-based organizations, cultural groups, etc. Activities will be conducted in person and/or via digital media (including, but not limited to video conference or remote learning platform).

OUTREACH AND ENGAGEMENT

- Engage in direct outreach (one-on-one) to community stakeholder groups to establish and maintain referral relationships for specialized early psychosis services. Outreach efforts will be documented in outreach logs, specifying contact information and date of most recent contact.
- Conduct community engagement psychoeducational activities to raise awareness about early intervention in psychosis and stress the importance of early referral and assessment. Activities will be documented with sign-in sheets and/or other supporting documentation (e.g., participants or attendees list, email confirmation, announcements, or event/presentation satisfaction surveys when appropriate).

Felton Institute (Community Outreach and Engagement)		
Service Description	No. of Outreach Presentations and Unduplicated Clients Served FY 20-21	No. of Outreach Presentations and Unduplicated Clients Served FY 21-22
Outreach and Engagement - Community Stakeholder Groups	10	15
Outreach and Engagement - Community Psychoeducational Activities	6	9

MENTAL HEALTH CONSULTATION AND SCREENING

- Conduct mental health consultations and/or initial screenings consultations regarding potential referrals for early intervention in psychosis to determine need for further comprehensive diagnostic assessment and educate on early intervention for psychosis. Consultations and/or screenings will be provided to caregivers, providers, and individuals seeking specialized services.

Felton Institute (Mental Health Consultation and Screening)		
Service Description	No. of Outreach Presentations and Unduplicated Clients Served FY 20-21	No. of Outreach Presentations and Unduplicated Clients Served FY 21-22
Mental Health Consultation and Screening	10	15

B. Delivery Site:

(re)MIND® Monterey Office
 11 Quail Run Circle Suite 202
 Salinas, CA 93907

**County of Monterey, Behavioral Health Bureau
 200 Broadway Street, Suite 70
 King City, CA 93930

Services will be delivered primarily at the (re)MIND® Monterey office location, but may be provided in other community locations (client’s home, school, work, etc.) of clients’ choosing as means to foster engagement in services.

**CONTRACTOR’S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Services Manager and CONTRACTOR’S Executive Director. Approval of County office space will be based on availability and need. Services shall be less than 19 hours per week at this delivery site.

C. Hours of Operation:

Hours of operation are Monday through Friday, 9:00am – 5:00pm. Services may be provided at alternate hours (psychoeducational groups on evenings or weekends) as determined by needs of program participants.

V. POPULATION/CATCHMENT AREA TO BE SERVED

Monterey County residents ages 14-35 who have had their first psychotic episode within the previous five years and require specialty mental health services and Monterey County mothers ages 14 and older with perinatal symptoms of psychosis or psychotic features. (re)MIND[®] Monterey will serve individuals reflecting the ethnical, cultural, and socio-economic diversity of Monterey County.

VI. FINANCIAL ELIGIBILITY

All Medi-Cal eligible Monterey County residents identified by the CONTRACTOR in need of mental health services will be served under the Medi-Cal component of the program. Non Medi-Cal eligible clients will be served under the Non Medi-Cal component during FYs 2017-18, 2018-19, 2019-20, and 2020-21 only. County shall be the payor of last resort.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Admission to the (re)MIND[®] Monterey program will be initiated exclusively by the (re)MIND[®] Monterey program staff for all Medi-Cal and Non Medi-Cal eligible clients, except for perinatal mothers, who can only be referred to the program by Monterey County Behavioral Health. Services are offered intensively, often weekly with client centered treatment plans which are reviewed during the course of treatment and measured against an array of baseline measures taken during the assessment. Engagement and treatment progress will be reviewed weekly at clinical case conference. Frequency of services is determined by individual needs and phase of treatment. The length of treatment is up to two years, based on outcome data that is shared continuously with the client and family. (re)MIND[®] Monterey exit criteria differ based on the service modalities employed in the treatment. Discharge planning is a collaborative process between (re)MIND[®] Monterey staff and client, and, when possible, the family or natural supports. Process is determined by intervention outcomes identified throughout the clients' treatment and measured against an array of baseline measures taken during the assessment. At discharge, each client and family have a thorough contingency plan and are able to transition from the program to other levels of care.

VIII. LEGAL STATUS

Voluntary.

IX. REPORTING REQUIREMENTS

A. CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress of program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program

Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

- B. CONTRACTOR, in collaboration with Monterey County Behavioral Health (MCBH) will convene a Steering Committee consisting of (re)MIND[®] Monterey staff, MCBH representatives and other stakeholders to help guide the implementation of (re)MIND[®] Monterey services in Monterey County and report on program outcomes. The Steering Committee will meet monthly during the initial program implementation period, and then less frequently, as mutually agreed upon by CONTRACTOR and MCBH.

X. COVERAGE

Mental Health Services as designated on the individual case plan.

XI. DESIGNATED CONTRACT MONITOR

Dana Edgull
Monterey County Behavioral Health Service Manager II
1270 Natividad Road
Salinas, CA 93901
(831) 796-6110

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EXHIBIT B-4:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursed (CR) and Negotiated Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B 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 RATES

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$3,918,608** for **FY 2015-2022**:

FY 2015-16

FY 2015-16 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2015-16 Medi-Cal					\$500,000

FY 2016-17

FY 2016-2017 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2016-17 Medi-Cal					\$500,000

FY 2017-18

FY 2017-18 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	20,001	\$2.17	\$43,402
Medication Support	15	60	23,400	\$5.19	\$121,446
Crisis Intervention	15	70	1,200	\$4.18	\$5,016
Mental Health Services					
Assessment	15	30	117,486	\$2.81	\$330,136
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2017-18 Medi-Cal					\$500,000

FY 2017-18 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Payment rate per UOS	Total Maximum FY Amount
Case Management	15	01	402	\$2.17	\$873
Medication Support	15	60	467	\$5.19	\$2,424
Crisis Intervention	15	70	25	\$4.18	\$105
Mental Health Services					
Assessment	15	30	2,348	\$2.81	\$6,598
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2017-18 Non Medi-Cal					\$10,000

FY 2018-19

FY 2018-19 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	16,952	\$2.56	\$43,398
Medication Support	15	60	19,844	\$6.12	\$121,446
Crisis Intervention	15	70	1,015	\$4.94	\$5,015
Mental Health Services					
Assessment	15	30	99,440	\$3.32	\$330,141
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2018-19 Medi-Cal					\$500,000

FY 2018-19 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,389	\$2.56	\$8,676
Medication Support	15	60	3,969	\$6.12	\$24,291
Crisis Intervention	15	70	202	\$4.94	\$998
Mental Health Services					
Assessment	15	30	19,890	\$3.32	\$66,035
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Total Maximum Amount FY 2018-19 Non Medi-Cal					\$100,000

FY 2019-20

FY 2019-20 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	16,952	\$2.56	\$43,398
Medication Support	15	60	19,027	\$6.12	\$116,446
Crisis Intervention	15	70	1,015	\$4.94	\$5,015
Mental Health Services					
Assessment	15	30	99,440	\$3.32	\$330,141
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	1,953	\$2.56	\$5,000
Total Maximum Amount FY 2019-20 Medi-Cal					\$500,000

FY 2019-20 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,389	\$2.56	\$8,676
Medication Support	15	60	3,152	\$6.12	\$19,291
Crisis Intervention	15	70	202	\$4.94	\$998
Mental Health Services					
Assessment	15	30	19,890	\$3.32	\$66,035
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	1,953	\$2.56	\$5,000
Total Maximum Amount FY 2019-20 Non Medi-Cal					\$100,000

FY 2020-21

FY 2020-21 MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	29,865	\$3.20	\$95,568
Medication Support	15	60	14,484	\$6.31	\$91,394
Crisis Intervention	15	70	980	\$5.20	\$5,096
Mental Health Services					
Assessment	15	30	78,116	\$3.71	\$289,810
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	-	\$3.20	-
Total Maximum Amount FY 2020-21 Medi-Cal					\$481,868

FY 2020-21 NON MEDI-CAL					
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,609	\$3.20	\$11,549
Medication Support	15	60	2,170	\$6.31	\$13,693
Crisis Intervention	15	70	190	\$5.20	\$988
Mental Health Services					
Assessment	15	30	7,755	\$3.71	\$28,770
Plan Development		45			
Mental Health Rehabilitation		45			
Individual Therapy		40			
Group Therapy		50			
Collateral		10			
Intensive Homebased Services*		30			
Intensive Care Coordination*	15	01	-	\$3.20	-
Total Maximum Amount FY 2020-21 Non Medi-Cal					\$55,000

FY 2020-21 Community Outreach and Consultation			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served per FY	Monthly Rate	Total Maximum Amount per FY
Outreach and Engagement - Community Stakeholder Groups	10	\$1,666	\$20,000
Outreach and Engagement - Community Psychoeducational Activities	6		
Mental Health Consultation and Screening	10		
Total Maximum Amount FY 2020-21 Community Outreach and Consultation			\$20,000

FY 2021-22

FY 2021-22 MEDI-CAL						
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	**COVID Rate per UOS	Non-COVID Rate per UOS	Total Maximum FY Amount
Case Management	15	01	29,865	\$3.73	\$2.80	\$111,396
Medication Support	15	60	14,484	\$6.72	\$6.68	\$97,332
Crisis Intervention	15	70	980	\$7.17	\$5.38	\$7,027
Mental Health Services						
Assessment	15	30	78,116	\$4.35	3.62	\$339,805
Plan Development		45				
Mental Health Rehabilitation		45				
Individual Therapy		40				
Group Therapy		50				
Collateral		10				
Intensive Homebased Services*		30				
Intensive Care Coordination*	15	01	-	-	-	-
Total Maximum Amount FY 2021-22 Medi-Cal						\$555,560

***Services provided beginning July 1, 2021 will be paid at the interim rates which are subject to the cost report settlement process set forth in Exhibit I. These rates are temporary due to the COVID-19 pandemic*

and will be reduced to the Non-COVID Rate upon receipt of notice by the State Department of Health Care Services to Counties that these COVID-19 pandemic rates are no longer applicable/allowable.

FY 2021-22 NON MEDI-CAL						
Service Description	Mode of Service	Service Function Code	Est. UOS per FY	**COVID Rate per UOS	Non-COVID Rate per UOS	Total Maximum FY Amount
Case Management	15	01	3,097	\$3.73	\$2.80	\$11,552
Medication Support	15	60	2,039	\$6.72	\$6.68	\$13,702
Crisis Intervention	15	70	300	\$7.17	\$5.38	\$2,151
Mental Health Services						
Assessment	15	30	6,615	\$4.35	3.62	\$28,775
Plan Development		45				
Mental Health Rehabilitation		45				
Individual Therapy		40				
Group Therapy		50				
Collateral		10				
Intensive Homebased Services*		30				
Intensive Care Coordination*	15	01	-	-		-
Total Maximum Amount FY 2021-22 Non Medi-Cal						\$56,180

**Services provided beginning July 1, 2021 will be paid at the interim rates which are subject to the cost report settlement process set forth in Exhibit I. These rates are temporary due to the COVID-19 pandemic and will be reduced to the Non-COVID Rate upon receipt of notice by the State Department of Health Care Services to Counties that these COVID-19 pandemic rates are no longer applicable/allowable.

FY 2021-22 Community Outreach and Consultation			
Service Description	No. of Outreach Presentations and Unduplicated Clients Served per FY	Monthly Rate	Total Maximum Amount per FY
Outreach and Engagement - Community Stakeholder Groups	15	\$3,333	\$40,000
Outreach and Engagement - Community Psychoeducational Activities	9		
Mental Health Consultation and Screening	15		
Total Maximum Amount FY 2020-21 Community Outreach and Consultation			\$40,000

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 negotiated rate, which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The COUNTY negotiated rate shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable negotiated rates. In no case shall payments to CONTRACTOR exceed the negotiated rate. In addition to the negotiated rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 amount of **\$3,918,608** for services rendered under this Agreement.

B. Funding Source and Estimated Amounts per Fiscal Year:

FISCAL YEAR	MHSA PEI	MH FFP	SAMHSA	Total FY Amount
FY 2015-16	\$250,000	\$250,000	\$0	\$500,000
FY 2016-17	\$250,000	\$250,000	\$0	\$500,000
FY 2017-18	\$250,000	\$250,000	\$10,000	\$510,000
FY 2018-19	\$250,000	\$250,000	\$100,000	\$600,000
FY 2019-20	\$250,000	\$250,000	\$100,000	\$600,000
FY 2020-21	\$250,000	\$250,000	\$75,000	\$575,000
FY 2021-22	\$277,780	\$277,780	\$96,180	\$651,740
Total Funding	\$1,768,714	\$1,768,714	\$381,180	\$3,918,608

COUNTY reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2015-16	\$500,000
FY 2016-17	\$500,000
FY 2017-18	\$510,000
FY 2018-19	\$600,000
FY 2019-20	\$600,000
FY 2020-21	\$575,000
FY 2021-22	\$651,740
TOTAL MAXIMUM LIABILITY	\$3,918,608

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

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

This Business Associate Agreement (“BAA”) effective **July 1, 2021** (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **FELTON INSTITUTE** (“Business Associate”) (each a “Party” and collectively the “Parties”).

I. RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

II. AGREEMENT

1. **DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

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

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

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

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall

include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associateshall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, butnot limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (whichmay include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA.

Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

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

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws.

Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

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

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once

annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R.

§ 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in

any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

CONTRACTOR
Attn: Al Gilbert
1005 Atlantic Avenue
Alameda, CA 94501
Phone: 415-474-7310
Fax: 415-931-0972
Email: agilbert@felton.org

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906

Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights

for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costsexpenses, fines, and compliance costs arising from a breach of the obligations of BusinessAssociate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to CoveredEntity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except tothe extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar daysafter notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

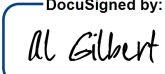
5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45

C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

BUSINESS ASSOCIATE

COVERED ENTITY

<p>DocuSigned by:  By: _____ <small>318F2EBB294049C...</small></p>	<p>By: _____</p>
<p>Print Name <u>Al Gilbert</u></p>	<p>Print Name: _____</p>
<p>Print Title <u>CEO</u></p>	<p>Print Title: _____</p>
<p>Date: <u>11/12/2021 4:24 PM PST</u></p>	<p>Date: _____</p>

BAA- Health Department Revised 05/2021

Behavioral Health Cost Reimbursement Invoice

Contractor : Felton Institute - Medi-Cal		Invoice Number :
Address Line 1 11 Quail Run Circle Suite 202 Salinas, CA 93907		County PO No.:
Address Line 2		Invoice Period :
Tel. No.: 831-424-5033		Final Invoice : (Check if Yes)
Fax No.:		
Contract Term: July 1, 2015 - June 30, 2022		
BH Bureau : Mental Health		BH Control Number

Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 22 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301 / 301T / 405	3.73	29,865					29,865	100.0%	111,396.00			111,396.00	100.0%
Medication Support	15	60	361 / 361T / 361U	6.72	14,484					14,484	100.0%	97,332.00			97,332.00	100.0%
Crisis Intervention	15	70	271 / 371T / 771	7.17	980					980	100.0%	7,027.00			7,027.00	100.0%
Mental Health Services	15	--	--		78,116					78,116	100.0%	339,805.00	--		339,805.00	100.0%
Collateral	15	10	311 / 311T / 475	4.35	--			--	--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331 / 331T	4.35	--			--	--	--	--	--		--	--	--
Individual Therapy	15	40	341 / 341T	4.35	--			--	--	--	--	--		--	--	--
Group Therapy	15	50	351 / 351T	4.35	--			--	--	--	--	--		--	--	--
Family Therapy	15	50	357 / 357T	4.35	--			--	--	--	--	--		--	--	--
Rehabilitation	15	45	381 / 381T	4.35	--			--	--	--	--	--		--	--	--
Plan Development	15	45	391 / 391T	4.35	--			--	--	--	--	--		--	--	--
Intensive Homebased Services	15	30	221	4.35	--			--	--	--	--	--		--	--	--
Intensive Care Coordination	15	01	201		-											
TOTALS					123,445				--	123,445	--	555,560			555,560	100.0%

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

Signature: _____
 Title: _____ Director of Finance

Date: _____
 Telephone: _____

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

Behavioral Health Authorization for Payment	
_____ Authorized Signatory	_____ Date

Behavioral Health Cost Reimbursement Invoice

Contractor : Felton Institute - Non Medi-Cal		Invoice Number : <input style="width: 150px;" type="text"/>
Address Line 1	11 Quail Run Circle Suite 202 Salinas, CA 93907	County PO No.: <input style="width: 150px;" type="text"/>
Address Line 2		Invoice Period : <input style="width: 150px;" type="text"/>
Tel. No.:	831-424-5033	Final Invoice : (Check if Yes) <input style="width: 50px;" type="checkbox"/>
Fax No.:		
Contract Term:	July 1, 2015 - June 30, 2022	
BH Bureau : Mental Health		BH Control Number <input style="width: 100px;" type="text"/>

Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 22 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301 / 301T / 405	3.73	3,097					3,097	100.0%	11,552.00			11,552.00	100.0%
Medication Support	15	60	361 / 361T / 361U	6.72	2,039					2,039	100.0%	13,702.00			13,702.00	100.0%
Crisis Intervention	15	70	271 / 371T / 771	7.17	300					300	100.0%	2,151.00			2,151.00	100.0%
Mental Health Services	15	--	--		6,615					6,615	100.0%	28,775.00	--		28,775.00	100.0%
Collateral	15	10	311 / 311T / 475	4.35	--			--	--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331 / 331T	4.35	--			--	--	--	--	--		--	--	--
Individual Therapy	15	40	341 / 341T	4.35	--			--	--	--	--	--		--	--	--
Group Therapy	15	50	351 / 351T	4.35	--			--	--	--	--	--		--	--	--
Family Therapy	15	50	357 / 357T	4.35	--			--	--	--	--	--		--	--	--
Rehabilitation	15	45	381 / 381T	4.35	--			--	--	--	--	--		--	--	--
Plan Development	15	45	391 / 391T	4.35	--			--	--	--	--	--		--	--	--
Intensive Homebased Services	15	30	221	4.35	--			--	--	--	--	--		--	--	--
Intensive Care Coordination	15	01	201													
TOTALS					12,051				--	12,051	--	56,180			56,180	100.0%

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

Signature: _____	Date: _____
Title: Director of Finance	Telephone: _____
Send to: Behavioral Health Claims Section MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment _____ Authorized Signatory Date

Behavioral Health Invoice

		Invoice Number : <input style="width: 90%;" type="text"/>
Contractor : Felton Institute - Community Outreach and Consultation		
Address Line 1 11 Quail Run Circle Suite 202 Salinas, CA 93907		County PO No.: <input style="width: 90%;" type="text"/>
Address Line 2 _____		
Tel. No.: 831-424-5033		Invoice Period : <input style="width: 90%;" type="text"/>
Fax No.: _____		
Contract Term: July 1, 2015 - June 30, 2022		Final Invoice : (Check if Yes) <input style="width: 40px; height: 15px;" type="checkbox"/>
BH Bureau : Mental Health		BH Control Number <input style="width: 100px;" type="text"/>

Service Description	Total Contract Amount FY 2022	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Outreach and Engagement - Community Stakeholder Groups	40,000			40,000	100%
Outreach and Engagement - Community Psychoeducational Activities					
Mental Health Consultation and Screening					
TOTAL				40,000	100%

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

Signature: _____
 Title: _____ Director of Finance

Date: _____
 Telephone: _____

Send to:	Behavioral Health Claims Section MCHDBHFinance@co.monterey.ca.us _____ _____
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Behavioral Health Authorization for Payment	
_____ Authorized Signatory	_____ Date

Felton Institute
BUDGET AND EXPENDITURE REPORT
 For Monterey County - Behavioral Health
 Fiscal Year 2021-22

Program Name: (re)MIND / Medi-Cal

AVATAR Program(s): FSA of San Francisco MoCo PREP / DTCSOCPRI

Service Description	Mode of Service	Service function Code	Projected Units of Service FY 21-22
Case Management	15	01	29,865
Medication Support	15	60	14,484
Crisis Intervention	15	70	980
Mental Health Services	15	10, 30, 45, 40, 50	78,116
Intensive Care Coordination	15	01	-

	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
A. PROGRAM REVENUES			
Monterey County Funds (Monterey County's Use):			
Provisional Rates			
Estimated Federal Financial Participation (FFP)			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Requested Monterey County Funds	\$ 500,000.00	\$ 555,560.00	\$ 55,560.00
Other Program Revenues - Felton Institute Operating Income	\$ -	\$ 29,606.00	\$ 29,606.00
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 500,000.00	\$ 585,166.00	\$ 85,166.00

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.

	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
A. Mode Costs (Direct Services)			
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$ 282,572.00	\$ 340,962.00	\$ 58,390.00
2 Payroll taxes	\$ 22,125.00	\$ 26,697.00	\$ 4,572.00
3 Employee benefits	\$ 56,769.00	\$ 71,910.00	\$ 15,141.00
4 Workers Compensation	\$ 5,877.00	\$ 7,091.00	\$ 1,214.00
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	\$ -	\$ 5,510.00	\$ 5,510.00
7 Flexible Client Spending (please provide supporting documents)	\$ -	\$ -	\$ -
8 Travel (costs incurred to carry out the program)	\$ 2,736.00	\$ 1,135.00	\$ (1,601.00)
9 Employee Travel and Conference	\$ 912.00	\$ 266.00	\$ (646.00)
10 Communication Costs	\$ 2,736.00	\$ 7,996.00	\$ 5,260.00
11 Utilities	\$ 2,120.00	\$ -	\$ (2,120.00)
12 Cleaning and Janitorial	\$ -	\$ 3,734.00	\$ 3,734.00
13 Maintenance and Repairs - Buildings	\$ 13,906.00	\$ 2,046.00	\$ (11,860.00)
14 Maintenance and Repairs - Equipment	\$ 907.00	\$ 1,258.00	\$ 351.00
15 Printing and Publications	\$ 729.00	\$ 1,572.00	\$ 843.00
16 Memberships, Subscriptions and Dues	\$ 456.00	\$ 430.00	\$ (26.00)
17 Office Supplies	\$ 760.00	\$ 1,954.00	\$ 1,194.00

EXHIBIT H

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
18	Postage and Mailing	\$ 171.00	\$ 82.00	\$ (89.00)
19	Medical Records	\$ -	\$ -	\$ -
20	Data Processing	\$ 201.00	\$ 1,995.00	\$ 1,794.00
21	Rent and Leases - equipment	\$ 2,119.00	\$ 3,669.00	\$ 1,550.00
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$ 34,900.00	\$ 28,427.00	\$ (6,473.00)
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)			\$ -
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	\$ 1,747.00	\$ 1,095.00	\$ (652.00)
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)	\$ 3,040.00	\$ 1,009.00	\$ (2,031.00)
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			\$ -
29	Total Mode Costs	\$ 434,783.00	\$ 508,838.00	\$ 74,055.00
	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 the service provided.			
30	Salaries and Benefits	\$ 42,059.00	\$ 49,223.00	\$ 7,164.00
31	Supplies	\$ 339.00	\$ 396.00	\$ 57.00
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	\$ 42,398.00	\$ 49,619.00	\$ 7,221.00
35	TOTAL DIRECT COSTS	\$ 477,181.00	\$ 558,457.00	\$ 81,276.00

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 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.

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
	INDIRECT COSTS			
36	Equipment (purchase price of less than \$5000)			\$ -
37	Rent and Leases - equipment	\$ 365.00	\$ 427.00	\$ 62.00
38	Rent and Leases - building and improvements	\$ 6,085.00	\$ 7,123.00	\$ 1,038.00
39	Taxes and assessments	\$ -	\$ -	\$ -
40	Insurance and Indemnity	\$ 215.00	\$ 251.00	\$ 36.00
41	Maintenance - equipment	\$ 287.00	\$ 336.00	\$ 49.00
42	Maintenance - building and improvements	\$ -	\$ -	\$ -
43	Utilities	\$ 1,128.00	\$ 1,320.00	\$ 192.00
44	Household Expenses	\$ -	\$ -	\$ -
45	Interest in Bonds	\$ -	\$ -	\$ -
46	Interest in Other Long-term debts	\$ -	\$ -	\$ -
47	Other interest and finance charges	\$ -	\$ -	\$ -
48	Contracts Administration	\$ 1,141.00	\$ 1,336.00	\$ 195.00
49	Legal and Accounting (when required for the administration of the County Programs)	\$ 2,667.00	\$ 3,122.00	\$ 455.00
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 841.00	\$ 985.00	\$ 144.00
51	Data Processing	\$ 170.00	\$ 199.00	\$ 29.00
52	Personnel Administration	\$ 3,039.00	\$ 3,556.00	\$ 517.00
53	Medical Records	\$ -	\$ -	\$ -
54	Other Professional and Specialized Services	\$ 6,535.00	\$ 7,649.00	\$ 1,114.00
55	Transportation and Travel	\$ 346.00	\$ 405.00	\$ 59.00

EXHIBIT H

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		\$ -	\$ -
57	Total Indirect costs	\$ 22,819.00	\$ 26,709.00	\$ 3,890.00
63	Total Allowable Costs	\$ 500,000.00	\$ 585,166.00	\$ 85,166.00
COST REPORT INFORMATION:		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of \$5000 or more)			
67	Total			

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

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Equivalent)	TOTAL
Program Manager	\$ 100,000	0.617	\$ 61,673.00
Bilingual Care Manager	\$ 65,000	0.852	\$ 55,408.00
Bilingual Clinical Care Manager-II	\$ 85,000	0.852	\$ 72,456.00
Clinical Care Manager-I	\$ 80,000	0.852	\$ 68,194.00
Psychiatrist	\$ 243,750	0.210	\$ 51,146.00
Administrative Manager - Bilingual	\$ 58,334	0.526	\$ 30,687.00
Division Director	\$ 164,000	0.009	\$ 1,398.00
			\$ -
			\$ -
Total Salaries and Wages			\$ 340,962.00

Felton Institute
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health
Fiscal Year 2021-22

Program Name: re(MIND) SAMHSA

AVATAR Program(s): FSA27PREP/FSA PREP FEP SAMHSA

Service Description	Mode of Service	Service function Code	Projected Units of Service FY 21-22
Case Management	15	01	2,234
Medication Support	15	60	1,700
Crisis Intervention	15	70	105
Mental Health Services	15	10, 30, 45, 40, 50	8,200
Intensive Care Coordination	15	01	-

	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
A. PROGRAM REVENUES			
Monterey County Funds (Monterey County's Use):			
Provisional Rates			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Requested Monterey County Funds	\$ 55,000.00	\$ 56,180.00	\$ 1,180.00
Other Program Revenues - Felton Institute Operating Income	\$ -	\$ 2,998.00	\$ 2,998.00
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ 55,000.00	\$ 59,178.00	\$ 4,178.00

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.

	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
A. Mode Costs (Direct Services)			
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$ 27,353.00	\$ 34,479.00	\$ 7,126.00
2 Payroll taxes	\$ 2,142.00	\$ 2,700.00	\$ 558.00
3 Employee benefits	\$ 5,496.00	\$ 7,272.00	\$ 1,776.00
4 Workers Compensation	\$ 570.00	\$ 717.00	\$ 147.00
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		\$ 557.00	\$ 557.00
7 Flexible Client Spending (please provide supporting documents)			\$ -
8 Travel (costs incurred to carry out the program)	\$ 360.00	\$ 115.00	\$ (245.00)
9 Employee Travel and Conference		\$ 27.00	\$ 27.00
10 Communication Costs	\$ 407.00	\$ 809.00	\$ 402.00
11 Utilities	\$ 424.00	\$ -	\$ (424.00)

EXHIBIT H

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
12	Cleaning and Janitorial	\$ -	\$ 378.00	\$ 378.00
13	Maintenance and Repairs - Buildings	\$ 2,781.00	\$ 207.00	\$ (2,574.00)
14	Maintenance and Repairs - Equipment	\$ 181.00	\$ 127.00	\$ (54.00)
15	Printing and Publications		\$ 159.00	\$ 159.00
16	Memberships, Subscriptions and Dues		\$ 44.00	\$ 44.00
17	Office Supplies	\$ 100.00	\$ 198.00	\$ 98.00
18	Postage and Mailing		\$ 8.00	\$ 8.00
19	Medical Records			\$ -
20	Data Processing		\$ 202.00	\$ 202.00
21	Rent and Leases - equipment	\$ 424.00	\$ 371.00	\$ (53.00)
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$ 6,980.00	\$ 2,875.00	\$ (4,105.00)
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)			\$ -
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)		\$ 111.00	\$ 111.00
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)	\$ 608.00	\$ 102.00	\$ (506.00)
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			\$ -
29	Total Mode Costs	\$ 47,826.00	\$ 51,458.00	\$ 3,632.00
	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 the service provided.			
30	Salaries and Benefits		\$ 4,978.00	\$ 4,978.00
31	Supplies		\$ 40.00	\$ 40.00
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	\$ -	\$ 5,018.00	\$ 5,018.00
35	TOTAL DIRECT COSTS	\$ 47,826.00	\$ 56,476.00	\$ 8,650.00

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 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.

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
	INDIRECT COSTS			
36	Equipment (purchase price of less than \$5000)			\$ -
37	Rent and Leases - equipment	\$ 115.00	\$ 43.00	\$ (72.00)
38	Rent and Leases - building and improvements	\$ 1,913.00	\$ 720.00	\$ (1,193.00)
39	Taxes and assessments	\$ -	\$ -	\$ -
40	Insurance and Indemnity	\$ 68.00	\$ 25.00	\$ (43.00)
41	Maintenance - equipment	\$ 91.00	\$ 34.00	\$ (57.00)
42	Maintenance - building and improvements	\$ -	\$ -	\$ -
43	Utilities	\$ 355.00	\$ 134.00	\$ (221.00)
44	Household Expenses	\$ -	\$ -	\$ -

EXHIBIT H

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
45	Interest in Bonds	\$ -	\$ -	\$ -
46	Interest in Other Long-term debts	\$ -	\$ -	\$ -
47	Other interest and finance charges	\$ -	\$ -	\$ -
48	Contracts Administration	\$ 358.00	\$ 135.00	\$ (223.00)
49	Legal and Accounting (when required for the administration of the County Programs)	\$ 839.00	\$ 316.00	\$ (523.00)
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 264.00	\$ 100.00	\$ (164.00)
51	Data Processing	\$ 53.00	\$ 20.00	\$ (33.00)
52	Personnel Administration	\$ 955.00	\$ 360.00	\$ (595.00)
53	Medical Records	\$ -	\$ -	\$ -
54	Other Professional and Specialized Services	\$ 2,055.00	\$ 774.00	\$ (1,281.00)
55	Transportation and Travel	\$ 108.00	\$ 41.00	\$ (67.00)
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		\$ -	\$ -
57	Total Indirect costs	\$ 7,174.00	\$ 2,702.00	\$ (4,472.00)
63	Total Allowable Costs	\$ 55,000.00	\$ 59,178.00	\$ 4,178.00
	COST REPORT INFORMATION:	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of \$5000 or more)			
67	Total			

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

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Equivalent)	TOTAL
Program Manager	\$ 100,000	0.062	\$ 6,237
Bilingual Care Manager	\$ 65,000	0.086	\$ 5,603
Bilingual Clinical Care Manager-II	\$ 85,000	0.086	\$ 7,327
Clinical Care Manager-I	\$ 80,000	0.086	\$ 6,896
Psychiatrist	\$ 243,750	0.021	\$ 5,172
Administrative Manager - Bilingual	\$ 58,334	0.053	\$ 3,103
Division Director	\$ 164,000	0.001	\$ 141
			\$ -
			\$ -
Total Salaries and Wages			\$ 34,479

Felton Institute
BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health
Fiscal Year 2021-22

Program Name: Community Outreach and Consultation

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
	Provisional Rates			
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Requested Monterey County Funds		\$ 20,000.00	\$ 40,000.00	\$ 20,000.00
Other Program Revenues - Felton Institute Operating Income		\$ 37,985.00	\$ 2,135.00	\$ (35,850.00)
TOTAL PROGRAM REVENUES (equals Allowable Costs)		\$ 57,985.00	\$ 42,135.00	\$ (15,850.00)
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 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$ 32,770.00	\$ 24,549.00	\$ (8,221.00)
2	Payroll taxes	\$ 2,566.00	\$ 1,922.00	\$ (644.00)
3	Employee benefits	\$ 6,583.00	\$ 5,177.00	\$ (1,406.00)
4	Workers Compensation	\$ 682.00	\$ 511.00	\$ (171.00)
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		\$ 397.00	\$ 397.00
7	Flexible Client Spending (please provide supporting documents)			\$ -
8	Travel (costs incurred to carry out the program)	\$ 317.00	\$ 82.00	\$ (235.00)
9	Employee Travel and Conference	\$ 106.00	\$ 19.00	\$ (87.00)
10	Communication Costs	\$ 317.00	\$ 576.00	\$ 259.00
11	Utilities	\$ 246.00	\$ -	\$ (246.00)
12	Cleaning and Janitorial		\$ 269.00	\$ 269.00
13	Maintenance and Repairs - Buildings	\$ 1,613.00	\$ 147.00	\$ (1,466.00)
14	Maintenance and Repairs - Equipment	\$ 106.00	\$ 91.00	\$ (15.00)
15	Printing and Publications	\$ 85.00	\$ 113.00	\$ 28.00
16	Memberships, Subscriptions and Dues	\$ 53.00	\$ 31.00	\$ (22.00)
17	Office Supplies	\$ 88.00	\$ 141.00	\$ 53.00
18	Postage and Mailing	\$ 20.00	\$ 6.00	\$ (14.00)
19	Medical Records			\$ -
20	Data Processing	\$ 23.00	\$ 144.00	\$ 121.00
21	Rent and Leases - equipment	\$ 245.00	\$ 264.00	\$ 19.00
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$ 4,047.00	\$ 2,047.00	\$ (2,000.00)
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)			\$ -
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	\$ 203.00	\$ 79.00	\$ (124.00)

EXHIBIT H

		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
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)	\$ 352.00	\$ 73.00	\$ (279.00)
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			\$ -
29	Total Mode Costs	\$ 50,422.00	\$ 36,638.00	\$ (13,784.00)
	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 the service provided.			
30	Salaries and Benefits	\$ 4,878.00	\$ 3,544.00	\$ (1,334.00)
31	Supplies	\$ 39.00	\$ 29.00	\$ (10.00)
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	\$ 4,917.00	\$ 3,573.00	\$ (1,344.00)
35	TOTAL DIRECT COSTS	\$ 55,339.00	\$ 40,211.00	\$ (15,128.00)
<p>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.</p>				
	INDIRECT COSTS	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
36	Equipment (purchase price of less than \$5000)			\$ -
37	Rent and Leases - equipment	\$ 42.00	\$ 31.00	\$ (11.00)
38	Rent and Leases - building and improvements	\$ 706.00	\$ 513.00	\$ (193.00)
39	Taxes and assessments		\$ -	\$ -
40	Insurance and Indemnity	\$ 25.00	\$ 18.00	\$ (7.00)
41	Maintenance - equipment	\$ 33.00	\$ 24.00	\$ (9.00)
42	Maintenance - building and improvements		\$ -	\$ -
43	Utilities	\$ 130.00	\$ 95.00	\$ (35.00)
44	Household Expenses		\$ -	\$ -
45	Interest in Bonds		\$ -	\$ -
46	Interest in Other Long-term debts		\$ -	\$ -
47	Other interest and finance charges		\$ -	\$ -
48	Contracts Administration	\$ 133.00	\$ 96.00	\$ (37.00)
49	Legal and Accounting (when required for the administration of the County Programs)	\$ 309.00	\$ 225.00	\$ (84.00)
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$ 98.00	\$ 71.00	\$ (27.00)
51	Data Processing	\$ 20.00	\$ 14.00	\$ (6.00)
52	Personnel Administration	\$ 352.00	\$ 256.00	\$ (96.00)
53	Medical Records		\$ -	\$ -
54	Other Professional and Specialized Services	\$ 758.00	\$ 552.00	\$ (206.00)
55	Transportation and Travel	\$ 40.00	\$ 29.00	\$ (11.00)
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		\$ -	\$ -
57	Total Indirect costs	\$ 2,646.00	\$ 1,924.00	\$ (722.00)
63	Total Allowable Costs	\$ 57,985.00	\$ 42,135.00	\$ (15,850.00)
COST REPORT INFORMATION:		Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of \$5000 or more)			
67	Total			

EXHIBIT H

	Actual FY 2020-21	Requested Budget FY 2021-22	Variance FY 21 vs FY 22
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Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Equivalent)	TOTAL
Program Manager	\$ 100,000	0.044	\$ 4,440.00
Bilingual Care Manager	\$ 65,000	0.061	\$ 3,989.00
Bilingual Clinical Care Manager-II	\$ 85,000	0.061	\$ 5,217.00
Clinical Care Manager-I	\$ 80,000	0.061	\$ 4,910.00
Psychiatrist	\$ 243,750	0.015	\$ 3,682.00
Administrative Manager - Bilingual	\$ 58,334	0.038	\$ 2,210.00
Division Director	\$ 164,000	0.001	\$ 101.00
			\$ -
			\$ -
Total Salaries and Wages			\$ 24,549.00