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

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

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

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

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

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

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

- Programs 1 and 2 for FY 2013-14 and Programs 1, 2, 3 and 4 for Fiscal Year 2014-15, as attached to this Amendment No. 2 and incorporated herein.
- 4. EXHIBIT H-1 BUDGET AND EXPENDITURE REPORT is replaced by EXHIBIT H-2 BUDGET AND EXPENDITURE REPORT. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2, as attached to this Amendment No. 2 and incorporated herein.
- 5. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A-12486 are unchanged and unaffected by this Amendment No. 2, and shall remain in full force and effect.
- 6. This Amendment No. 2 shall be effective May 1, 2014.
- 7. A copy of this Amendment No. 2, EXHIBITS B-2, F-2, G-2, and H-2 shall be attached to the original Agreement No. A-12486.

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

	COUNTY OF MONTEREY	CONTRACTOR
By:	Contracts/Purchasing Officer	SENECA FAMILY OF AGENCIES dba KINSHIP CENTER
Date:		Contractor's Business Name*
By:	Department Head (if applicable)	(Signature of Chair, President, or Vice- President)* KOHNONO WOST, COO Name and Title
Ву:	Board of Supervisors (if applicable)	Date: <u>5/5/14</u>
Date:	Sourd of Supervisors (11 applicable)	
	as to Form 1 g	
By:	Deport y County Counsel 5/27/14	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved	as to Fiscal Provisions ²	Name and Title Date:
By:	Auditor/Controller	<u> </u>
Date:	3-2-14	
Approved	as to Liability Provisions ³	
Ву:	Risk Management	
Date:		

County Board of Supervisors' Agreement Number: A-12486

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

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

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

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

	Mont	erey In-C	ounty Reside	nts (Montere	y County Medi-	Cal Clients)	
Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	306,034	XCMA	\$ 829 <u>,35</u> 2.14	\$ 863,015.88	\$ 863,015.88
Medication Support	15	60	15,188	ХСМА	\$ 76,091.88	\$ 79,129.48	\$ 79,129.48
Case Management	15	01	42,067	XCMA	\$ 88,340.70	\$ 91,706.06	\$ 91,706.0 <u>6</u>
Progr	am 1 (ln (County): S	SubTotal Per	Fiscal Year	\$ 993,784.72	\$1,033,851.42	\$1,033,851.42

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

C. FISCAL YEAR BUDGET: Program 2 - Adoption Preservation

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

Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit	Annual Total Amount for FY 2013-14 (01/01/2014 - 06/30/2014)	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	90.430	XCMA	\$203,404.20	\$255.012.60	\$255.012.60
		10 00	00,100	7.0	φσσ, 1σ 1.2σ	Ψ200,012.00	\$200,012.00
Medication Support	15	60	4,038	XCMA	\$ 16,791,22	\$ 21,037,98	\$ 21,037,98
Case Management	15	01	15,618	XCMA	\$ 25,898.63	\$ 34,047.83	\$ 34 ,047.83
Program 2	: Total AN	INUAL Ma	ximum Contr	act Amount	\$246,094.05	\$310,098.41	\$310,098.41

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

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

Service Description	Mode	SFC	Estimated Units of Service	Cost/Unit CMA Rate	Annual Total Amount for FY 2013-14	Annual Total Amount for FY 2014-15	Annual Total Amount for FY 2015-16
Mental Health Services	15	10 -50	97,855	XCMA	\$ 265,186.13	\$ 275,950.15	\$ 275,950.15
Case Management	15	60	17,128	XCMA	\$ 35,969.60	\$ 37,339,87	\$ 37.339.87
Program 3	: Total AN	INUAL Ma	ximum Contr	act Amount	\$ 301,155.73	\$ 313,290.02	\$ 313,290.02

E. FISCAL YEAR BUDGET: Program 4 - King City Children's Clinic

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

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

F. FUNDING MATCH SOURCES

	ANNUAL Maximum Contract	Amount Match/Li	ability Breakdov	vn for FY 2013-14	
Program 1	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
D'Arrigo Children's	Mental Health Services Act (MHSA) Prevention/Early	#4 000 040 0 7	* 400 004 07	0.004.400.00	.
Clinic D'Arrigo Children's	Intervention (PEI) Department of Social Services (DSS)/Kinship Support Services Program	\$1,026,818.67	\$ 102,681.87 DSS: \$8420.20 & MHSA/PEI:	\$ 924,136.80	<u>\$ 1,026,818.6</u>
Clinic	(KSSP) & MHSA/PEI	\$ 168,404.00	\$8420.20	\$ 151,563.60	\$ 168,404.00
			D'Arrigo Childre	en's Clinic Total	\$1,195,222.67
Program 2	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Adoption Preservation	MHSA/PEI	\$ 246,094.05	\$ 24,609.41	\$ 221,484.65	\$ 246,094.05
		Adopt	ion Preservation	n Program Total	\$ 246,094.05
Program 3	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Trauma Services Progr	First 5 Monterey County	\$ 290,000.00	\$ 29,000.00	\$ 261,000.00	\$ 290,000.00
Trauma Services Progr	MHSA/PEI	\$ 11,155.73	\$ 1,115.57	\$ 10,040.16	\$ 11,155.73
		Trauma Ser	vices Program A	greement Total	\$ 301,155.73
Program 4	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
King City Children's Clinic	MHSA/PEI	\$ 250,000.00	\$ 25,000,00	\$ 225,000.00	\$ 250,000.00
		ing City Children'		. ,	\$ 250,000.00

ANNUAL N	Maximum Contract Amount M	atch/Liability Brea	kdown for each	FY 2014-15 thru	FY 2015-16
Program 1	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
D'Arrigo Children's Clinic	Mental Health Services Act (MHSA) Prevention/Early Intervention (PEI)	\$ 1,020,876,71	\$ 102,087.67	\$ 918,789.04	\$ 1,020,876.71
D'Arrigo Children's Clinic	Department of Social Services (DSS)/Kinship Support Services Program (KSSP) & MHSA/PEI	\$ 168,404.00	DSS: \$8420.20 & MHSA/PEI: \$8420.20	\$ 151,563.60	\$ 168,404.00
			D'Arrigo Childre	en's Clinic Total	\$ 1,189,280.71
Program 2	Source of Match Funds	Total Annual Program Expense	10% Match	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Adoption	Goding of Indexi 1 dileg	Expense	Allouit	Airiogric	(IIII IOZUT LI)
Preservation	MHSA/PEI	\$ 310,098.41	\$ 31,009.84	\$ 279,088.57	\$ 310,098.41
		Adopt	ion Preservatio	n Program Total	\$ 310,098.41
Program 3	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
Trauma Services Progr	First 5 Monterey County	\$ 290,000.00	\$ 29,000.00	\$ 261,000.00	\$ 290,000.00
Trauma Services Progr	MHSA/PEI	\$ 23,290.02	\$ 2,329.00	\$ 20,961.02	\$ 23,290.02
		Trauma Ser	vices Program A	greement Total	\$ 313,290.02
Program 4	Source of Match Funds	Total Annual Program Expense	10% Match Amount	Estimated FFP & EPSDT Amount	Maximum County Liability (MHSA/PEI)
King City Children's Clinic	MHSA/PEI	\$ 502,818.54	\$ 50,281.85	\$ 452,536.69	\$ 502,818.54
	K	ing City Children's	s Clinic Services	Program Total	\$ 502,818.54

IV. PAYMENT CONDITIONS

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

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

reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA). CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-2, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-2, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

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

V. MAXIMUM OBLIGATION OF COUNTY

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

B. Maximum Annual Liability:

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

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the <u>Survival of Obligations after Termination</u>, 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. <u>Provisional Payments</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

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

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

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

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

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY. CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have

- no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may offset future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities

hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

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

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

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

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

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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

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

The Parties agree as follows:

1. **DEFINITIONS**

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

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

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

- (b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- (c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- (d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);
- (g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- 3.1 <u>Responsibilities of Business Associate</u>. With regard to its use and/or disclosure of PHI, Business Associate shall:
 - (a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;
 - (b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.
 - (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
 - (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and

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

- (e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;
- (f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (g) subject to <u>Section 4.4</u> below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;
- (h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
 - (i) if all or any portion of the PHI is maintained in a Designated Record Set:
 - (i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
 - (ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;
- (j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

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

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

- 3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:
 - (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
 - (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
 - (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.
- 3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall, with respect to Business Associate:
 - (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
 - (b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
 - (c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
 - (d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
 - (e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered

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

4. TERMS AND TERMINATION

- 4.1 <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; <u>provided</u>, <u>however</u>, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.
- 4.3 <u>Automatic Termination</u>. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.
- 4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. <u>MISCELLANEOUS</u>

- 5.1 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4, 5.1, 5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> constitutes a Designated Record Set.
- 5.2 <u>Amendments; Waiver</u>. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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

If to Business Associate, to:

Kinship Center

124 River Road, Salinas, CA 93908

Attn: Carol Biddle, President & CEO

Tel: 831-455-4700

Fax: 831-

If to Covered Entity, to:

Monterey County Health Department, Behavioral Health Bureau

1270 Natividad Road, Salinas, CA 93906

Attn: Wayne W. Clark, Ph.D., Behavioral Health Director

Tel: 831-755-4509 Fax: 831-755-4980

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

- 5.5 <u>Counterparts</u>; <u>Facsimiles</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.6 <u>Choice of Law; Interpretation.</u> This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.
- 5.7 <u>Indemnification</u>. The parties agree that Section XI. of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

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

[BUSINESS ASSOCIATE]	[COVERED ENTITY]
SENECA FAMILY OF AGENCIES DBA	MONTEREY COUNTY
KINSHIP CENTER	
Ву:	By
Print Name: Katherine West	Print Name: Ray Bullick
Print Title: COO	Print Title: Director of Health
Date: 5/5/19	Date: 7-2-/4

Dollar Amount Requested Year-to-Date Amount Requested last Period **Total Dollar** Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA) Gross Expenses this Period SMA Rate or Cash Flow Advance (CFA) Total Dollar Amount Requested last Period Final Invoice: (Check if Yes) COUNTY OF MONTEREY, Behavioral Health Bureau SMA Rate per Unit **Total BUDGET** County PO No.: Invoice Period: \$ 201,437.95 Invoice Number Cost Reimbursement Invoice Form Total UOS
Delivered as of this Period Cash Flow Advances \$ 201,437.95 Provisional Rafes Program 1: D'Arrigo Children's Clinic - Out of County Medi-Cal; 27CW2 Units of Service (UOS) Delivered to Date Procedure Code 뛵 3 31 띪 34 351 381 원 Contractor : Seneca Family of Agencies dba Kinship Center SFC 8 10 읾 8 င္ပ 5 45 Address Line 1 124 River Road, Salinas, CA 93908 Mode of Service Contract Term: FY 2013-14 - Amended Description TOTAL ALLOWABLE PROGRAM EXPENDITURES.
Less Other Revenues
Lest Cost.
Use of Deferred Revenue
Net Cost Due from Monterey County 원 \$ Identify Program Tel. No.: 831-455-4700 Fax No.: AVATAR Program, Mode and Service Function Code Financial Eligibility (Admision Criteria) Unduplicated Number of Clients Served: Address Line 2 **EXHIBIT G-2** Service Description Assessment/Evaluation Individual Counseling Mental Health Services Mental Health Rehab REMAINING AMOUNT Group Counseling Plan Development Case Management Medication Support FUNDED PROGRAM; Collateral Revenue) TOTALS

Variance

AVATAR System

Estimated FFP

Dollar Amount Requested Year-to-Date

201,437.95

201,437.95

201,437.95

Remaining Amout in the Budget

201,437.95

\$ 201,437.95

\$ 201,437.95

\$ 201,437.95

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Locity that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is accordance with conflict approved for services provided under the provision of that conflict. Full justification and backup records for those claims are manafaloued in our office of the address infinites.

Amount of UOS at SMA Rate
Due from Monterey County - lower of Net Cost or SMA/CFA

Federal Financial Participation (FFP) Revenue

⊒ Tete: Signature:

Behavioral Health Authorization for Payment Telephone: MCHDBHFinance@co.monterey.ca.us Behavioral Health Claims Section

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Authorized Signatory Medi-Cal Units of Service Invoice

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TOTALS						N. Courte and Mark Transport	delication of the second of th	,		\$			\$	₩.
Revenue) REMAINING AMOUNT											\$ 1,033,851.42			
	Description				Provisional Rates	Cash Flow Advances	Total BUDGET	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year- to-Date	हैं .≡			
TOTAL ALLOWABLE PROGRAM EXPENDITURES Less Other Revenues	RES				\$1,033,851.42	\$	\$ 1,033,851.42	 & &	6	es es	\$ 1,033,851.42			
Net Cost Use of Deferred Revenue					\$1,033,851.42		\$ 1,033,851.42	- - -	- \$	· ·				
Net Cost Due from Monterey County							\$ 1,033,851.42	\$	\$		\$ 1,033,851.42			
Due from Monterey County - lower of Net Cost or SMA/CFA	st or SMA/CFA	CONTRACTOR OF THE CONTRACTOR	A CANADA CANADA	A Section of the	200				9 49					
Federal Financial Participation (FFP) Revenue	w				•			44						
l cettly that the information provided above it, to the best of my tronviedge, complete and occurate, the amount requested for reimburseneut is a possible with the contract approved for survicing provided under the provision of that contract. Full possible and backup recents for these defines and address indicated.	nawiedge, complete ider the provision of 1	and accurate; the a that contract. Full ju	nount requested t	ior reimbursement kup records for th	. S									
Signature: Title:								Date: Telephone:						
Send to: MCHDBHFrjance@co.monterey.oa.us Behavioral Health Claims Section	co monterey.ca.us laims Section						Behavioral P	Bekavioral Health Authorization for Payment	yment					
						Au	Authorized Signatory				Date			

Medi-Cal Units of Service Invoice

Evnibil 6-2			COUNT	ost Reir	nbursem NTEREY, E	Cost Reimbursement Invoice Form TY OF MONTEREY, Behavioral Health E	COUNTY OF MONTEREY, Behavioral Health Bureau	au						
Contractor : Seneca Family of Agencies dba Kinskin Center	of Agencies dl	sa Kinship Ce	nfer			Inv	Invoice Number :							
Address Line 1 124 River Road, Salinas, CA 93908	d, Salinas, CA	93908				ŏ	County PO No.: [
Address Line 2							Invoice Period:							
Tel. No.: 831-455-4700						i								
Contract Term: FY 2013-14 thru FY 2015-16	ru FY 2015-16					- E	Final Invoice: (Check if Yes)	(Check if Yes)						
FUNDED PROGRAM:														
AVATAR Program, Mode and Service Function Code Financial Eligibility (Admision Criteria) Unduplicated Number of Clients Served: Identity Program		Program 1: D'Arrigo Children's Clinic - Out of County Medi-Cal ; 27 CW2	en's Clinic - Out	t of County Med	i-Cal ; 27CW2									
Service Description	Mode of Service	S C	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	SMA Rate per Unit	Amount of UOS at SMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or SMACFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to- Date	Estimated FFP	AVATAR	>
Case Management	ζ.	-	304	7,					7		6			6
Medication Support	15	- 09	8 %								-	,	-	A
Mental Health Services	15													
Collateral		01	311											
Assessment/Evaluation		96	331							-				
Individual Counseling		40	341											
Group Counseling		20	351											
Mental Health Rehab		45	381											
Plan Development		45	381											
:		The state of the s	1		The state of the s	_				5	49	\$		49
TOTALS									6	6	1	ŧ		
Revenue)	,								,	,	\$ 155,429.29	- -	- e	A
REMAINING AMOUNT						Walter Bernamen and St.				The British Challed Sent The Control of Sent				
ă	Description				Provisional Rates	Cash Flow Advances	Total BUDGET	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year- to-Date	Remaining Amout in the Budget			100
TOTAL ALLOWABLE PROGRAM EXPENDITU	URES				\$ 155,429.29		\$ 155,429.29		6		\$ 155,429.29			
Less Curer revenues Net Cost					\$ 155,429.29	•	\$ 155,429.29		, , , ,	\$	\$ 155,429.29			
Use of Deferred Revenue Net Cost Due from Monterey County							\$ 155 429 29	· ·			\$ 155.429.29			
Amount of UOS at SMA Rate Due from Monterey County, Jower of Net Cost or SMAICEA	st or SMA/CFA													
Federal Financial Participation (FFP) Revenue	Je	A TOTAL OF THE PROPERTY OF THE PARTY OF THE	View yellow level 2	A SHE WAS A SHEET AND ASSESSED.	- \$		ANY THE PARTY OF T		And the second s	And the second s	49			
Leefly that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is a moor date with the continual provided standards provided under the provision of that continue. The justiciasion and backup records for those chains are materialed in our office at the address highlight.	trowiedge, complete	and accurate; the a	amount requested 1	for reimbursement kup records for the	.s.									
Signature:								Date:						
Title:								Telephone:						

Medi-Cal Units of Service Invoice

Authorized Signatory

Behavioral Health Authorization for Payment

2-9 ligity3	·		COUNT	ost Reil 7 OF MO	nburseme NTEREY, E	Cost Reimbursement Invoice Form COUNTY OF MONTEREY, Behavioral Health Bureau	Form Health Bure	au						
Contractor : Seneca Family of Agencies dba Kinskip Center	of Agencies di	a Kinship Cer	ıter			Inv	Invoice Number:					_		
Address Line 1 124 River Road, Salinas, CA 93908	1, Salinas, CA	93908				ٽ 	County PO No.:							
Audress Line 2						- Inv	Invoice Period:							
Tel. No.: 831-455-4700 Fax No.:														
Contract Term: FY 2013-14 thru FY 2015-16	ru FY 2015-16					E _	Final Invoice: (Check if Yes)	(Check if Yes)						
FUNDED PROGRAM: AVATAR Program, Wode and Service Function Code Financial Eligibility Admission Criteria Informityated Number of Fliance Sexual														
Identify Program		Program 2:	Program 2: Adoption Preservation; 27CW	rvation; 27CW										
Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	CMA Rate per Unit	Amount of UOS at CMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or CMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to- Date	Estimated FFP	AVATAR System	Variano
Case Management	5	-	301								45	· ·		64
Medication Support	15	9	361			:								
Mental Health Services	15	A 4							(A)					
Collateral		5	311											
Assessment/Evaluation		30	331											
Individual Counseling		40	341											
Group Counseling		50	351											
Mental Health Rehab		45	381	•										
Plan Development		45	381											
	No.									49	69 6	٠ ح		₩.
TOTALS	Marine Commence	CONTROL CONTROL CONTROL	8								9 69	-		9
Revenue)			į	1.2	191		Activities of the second state of the second			8				
REMAINING AMOUNT					Provisional	Cach Flow	A CONTRACTOR OF THE CONTRACTOR	Total Ballac			\$ 310,098.41			
ă	Description				Rates	Advances	Total BUDGET	l oral bollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year- to-Date	Remaining Amout in the Budget			
TOTAL ALLOWABLE PROGRAM EXPENDITU	IRES				\$ 310,098.41		\$ 310,098.41	и и	·	, ,	310,098.41	· · · · · · · · · · · · · · · · · · ·		
Net Cost					\$ 310,098.41	•	\$ 310,098.41	မ မ		,	\$ 310,098.41			
Use of Deferred Revenue Net Cost Due from Monterey County					-4 1		\$ 310,098.41		n 49		310,098.41			
Amount of UOS at GMA Rate Due from Monterey County - lower of Net Cost or CMA/CFA	st or CMA/CFA								. .				To the second	
Federal Financial Participation (FFP) Revenue	au l				·			4.5			4			
I cerify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in excording to 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.	knowledge, complete nder the provision of	and accurate; the a that contract. Full ji	mount requested f stification and bao	or reimbursement kup records for th	.g.									
Signature: Tribe:								Date:			-			
	Sto monferev ca us						Rohavioral	Robavieral Hoalth Authorization for Daumant	Daumané					
Behavioral Health Claims Section	laims Section	AT 1		•				I Tediu i musumazaumi ma	r dyllicin.					

Medi-Cal Units of Service Invoice

Variance AVATAR System Estimated 뜐 Dollar Amount Requested Year-to-Date 313,290.02 Remaining Amout In the Budget 313,290.02 313,290.02 313,290.02 313,290.02 Dollar Amount Requested Year-to-Date Total Dollar Amount Requested last Period Gross Expenses this Period Dollar Amount Requested this Period (lower of Net Cost or SMA/CFA) Amount of UOS at SMA Rate or Cash Flow Advance (CFA) Total Dollar Amount Requested last Period Final Invoice: (Check if Yes) COUNTY OF MONTEREY, Behavioral Health Bureau \$ 313,290.02 \$ Total UOS
Delivered as of this Period
Last Period
UOS Delivered SMA Rate per Invoice Period: **Total BUDGET** \$ 313,290.02 \$ 313,290.02 County PO No.: Invoice Number Cost Reimbursement Invoice Form Cash Flow Advances \$ 313,290.02 \$ 313,290.02 Provisional Rates w ready that the information provided above is, to the best of my knowledge, complete and accurate, the amount requested for reinhousement is in accordance with the contrade approved for service provided under the provision of that comman. Full justification and backup recents for those defines are maintained in our officer af the address infeated. (UOS) Delivered to Date Units of Service With Indiana Program 3: Trauma Services; 27CW3 Procedure Code 311 341 351 381 30 361 331 381 Contractor : Seneca Family of Agencies dba Kinship Center SFC 우 စ္က 5 5 55 윦 ន Address Line 1 124 River Road, Salinas, CA 93908
Address Line 2 Use Cost Deferred Revenue
Net Cost Due from Monterey County
Amount of UOS at SMA Rate
Due from Monterey County - lower of Net Cost or SMA/CFA
Federal Financial Participation (FFP) Revenue Tel. No.: 831-455-4700
Fax No.:
Contract Term: FY 2013-14 thru FY 2015-16 Mode of Service Description TOTAL ALLOWABLE PROGRAM EXPENDITURES. Less Other Revenues Net Cost 5 5 Identify Program **AVATAR Program, Mode and Service Function Code** Unduplicated Number of Clients Served: Financial Eligibility (Admision Criteria) EXHIBIT G-2 Service Description Assessment/Evaluation Individual Counseling Revenue)
REMAINING AMOUNT Mental Health Services Mental Health Rehab Plan Development Group Counseling Medication Support Case Management FUNDED PROGRAM: Collateral TOTALS

Authorized Signatory
Medi-Cal Units of Service Invoice

Behavioral Health Authorization for Payment

Telephone;

			COUNTY	OF MO	COUNTY OF MONTEREY, Behavioral Health Bureau	ehavioral }	lealth Bur	eau						
Contractor : Seneca Family of Agencies dba Kinship Center	of Agencies d	a Kinship Cer	iter			val	tavoice Number :					ř		
Address Line 1 124 River Road, Salinas, CA 93908 Address Line 2	i, Salinas, CA	33666				[°]	County PO No.:		-				,	
Tel. No.: 831-455-4700						Ĭnv	Invoice Period:				-			
Fax No.: Contract Term: FY 2013-14 thru FY 2015-16	ru FY 2015-16					Ĕ	Final Invoice: (Check if Yes)	(Check if Yes)						
FUNDED PROGRAM:														
AVATAR Program, Mode and Service Function Code Financial Eligibility (Admision Criteria)			:	-	. •	-								
Unduplicated Number of Clients Served: Identify Program	Pro	Program 4: King City Children's Clinic; progr.code pending	. Children's Clir	ile; progr.code	pending									
Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	CMA Rate per Unit	Amount of UOS at CMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or CMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to- Date	Estimated FFP	AVATAR System	Variance
Case Management	15	-	301								·			·
Medication Support	15	09	361								·			, ?
Mental Health Services	- 51													8. 967 967
Collateral		10	311		-							-		
Assessment/Evaluation		30	331											
Individual Counseling		40	341											
Group Counseling		20	351											
Mental Health Rehab		45	381											
Plan Development		45	381											
										· •	es es			· •
TOTALS					. 1			,		О		5	\$, 4
Revenue) REMAINING AMOUNT											\$ 502,818.54 \$ 502,818.54			
	Description				Provisional Rates	Cash Flow Advances	Total BUDGET	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year- to-Date	emaîı in th			
TOTAL ALLOWABLE PROGRAM EXPENDITURES	JRES				\$ 502,818.54		\$ 502,818.54	69 6			\$ 502,818.54			
Less Unner Revenues Net Cost					\$ 502,818.54		\$ 502,818.54		9 8	\$	\$ 502,818,54			
Use of Deferred Revenue Net Cost Due from Monterey County							\$ 502,818.54	69 69	, ,					
Amount of UOS at CMA Rate Due from Monterey County - Jower of Net Cos	st or CMA/CFA							41	w w					
Federal Financial Participation (FFP) Revenue	investigation and	Construction of the Constr	germateen liberary Prayade	Avenue expenses	*			Section of the Company of the Compan			- 8			
Learly that the information provided above is, to the best of my knowledge, complete and excurate; the amount requested for reimbursement is a soordence with the contrate provided under the provision of that contract. Full justification and backup records for these claims are maintained in our other at the address sincipled.	knowledge, complete	and accurate; the s	mount requested t	or reimbursement Kup records for th	75 25 25 26									

Med-Cal Units of Service Invoice

Authorized Signatory

Behavioral Health Authorization for Payment

Signature: Title:

Seneca Family of Agencies/Kinship Center

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year 2014-15

Program Name:

PROGRAMS 1-4 GRAND TOTAL

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

Unduplicated Number of Clients Server

Address

124 River Road, Salinas, CA 93908

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

		Actual FY 2012-13		Budget FY 2013-14		Budget FY 2014-15		Change
A. PROGRAM REVENUES						e en major e spoë stoterijk teljingg		
erey County Funds (Monterey County's Use):								
Provisional Rates ·		-						
Estimated Federal Fund Participation	\$	1,184,054.10	\$	1,793,225.21	\$	2,083,938.91	\$	290,713.70
DSS/Kinship Support Services Program (prog 1)	\$	8,420.20	\$	8,420.20	\$	8,420.20	\$	_
First 5 Monterey County (prog 3)		29000	\$	29,000.00	\$	29,000.00	\$	
MHSA (programs 1, 2, 3 & 4)	\$	105,447.70	\$	161,827.04	\$	194,128.57	\$	32,301.53
							\$	
Requested Monterey County Funds	\$	1,326,922.00	\$	1,992,472.45	\$	2,315,487.68	\$	323,015.23
r Program Revenues	\$		\$		s		\$	-
AL PROGRAM REVENUES (equals Allowable Costs)	\$	1,326,922.00	\$	1,992,472.45	\$	2,315,487.68	\$	323,013.23
	erey County Funds (Monterey County's Use): Provisional Rates Estimated Federal Fund Participation DSS/Kinship Support Services Program (prog 1) First 5 Monterey County (prog 3) MHSA (programs 1, 2, 3 & 4) Requested Monterey County Funds r Program Revenues	A. PROGRAM REVENUES erey County Funds (Monterey County's Use): Provisional Rates Estimated Federal Fund Participation \$ DSS/Kinship Support Services Program (prog 1) \$ First 5 Monterey County (prog 3) \$ MHSA (programs 1, 2, 3 & 4) \$ Requested Monterey County Funds \$ r Program Revenues \$	A. PROGRAM REVENUES erey County Funds (Monterey County's Use): Provisional Rates Estimated Federal Fund Participation \$ 1,184,054.10 DSS/Kinship Support Services Program (prog 1) \$ 8,420.20 First 5 Monterey County (prog 3) 29000 MHSA (programs 1, 2, 3 & 4) \$ 105,447.70 Requested Monterey County Funds \$ 1,326,922.00 r Program Revenues \$ -	A. PROGRAM REVENUES erey County Funds (Monterey County's Use): Provisional Rates Estimated Federal Fund Participation \$ 1,184,054.10 \$ DSS/Kinship Support Services Program (prog 1) \$ 8,420.20 \$ First 5 Monterey County (prog 3) 29000 \$ MHSA (programs 1, 2, 3 & 4) \$ 105,447.70 \$ Requested Monterey County Funds \$ 1,326,922.00 \$ r Program Revenues \$ - \$	FY 2012-13 FY 2013-14	## A. PROGRAM REVENUES ## Provisional Rates Estimated Federal Fund Participation	FY 2012-13 FY 2013-14 FY 2014-15	FY 2012-13 FY 2013-14 FY 2014-15

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.

_	offect cost centers - a direct cost, as defined in OMB A-67, is a cost that can be	; iu	entined specifica	IIIY	with a particular fill	ai C	ost objective.	
	A. Mode Costs (Direct Services)		Actual FY 2012-13		Budget FY 2013-14		Budget FY 2014-15	Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$		5	1,057,362.00	s	1,238,089.55	\$ 180,727.5
2	Payroll taxes	\$		5	267,394.00	s	309,523.00	\$ 42,129.0
3	Employee benefits	\$		9	-	\$	-	\$ -
4	Workers Compensation	\$	-	5	-	\$	-	\$ -
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	\$	-	5	-	s	-	\$ -
6	Temporary Staffing	\$		5	-	s	-	\$ -
7	Flexible Client Spending (please provide supporting documents)	\$		9	9,536.00	\$	7,901.00	\$ (1,635.0
8	Travel (costs incurred to carry out the program)	\$	-	5	25,459.00	s	28,000.00	\$ 2,541.0
9	Employee Travel and Conference	\$	-	\$	13,361.00	\$	8,500.00	\$ (4,861.0
10	Communication Costs	\$	-	5	21,150.00	\$	26,200.00	\$ 5,050.0
11	Utilities	\$	-	S	12,866.00	s	15,000.00	\$ 2,134.0
12	Cleaning and Janitorial	\$	-	s	9,653.00	s	15,800.00	\$ 6,147.0
13	Maintenance and Repairs - Buildings	\$	-	s	15,269.00	8	15,100.00	\$ (169.0
14	Maintenance and Repairs - Equipment	\$	-	5	928.00	\$	1,000.00	\$ 72.0
15	Printing and Publications	\$	-	s	805.00	s	-	\$ (805.0

		F	Actual Y 2012-13		Budget FY 2013-14		Budget FY 2014-15	Change
16	Memberships, Subscriptions and Dues	\$	-	\$	1,329.00	\$	1,000.00	\$ (329.00)
17	Office Supplies	\$		s	13,349.00	s	15,500.00	\$ 2,151.00
18	Postage and Mailing	\$	-	s	2,333.00	s	2,750.00	\$ 417.00
19	Medical Records	\$	_	\$	-	\$	-	\$ -
20	Data Processing	\$	-	s		s	-	\$ -
21	Rent and Leases - equipment	\$	•	s	3,646.00	\$	5,400.00	\$ 1,754.00
22	Rent and Leases - building and improvements 984 Lupin Drive, Salinas 93906; Allocated based on services provided 1180 Boradway, King City 93930; Exclusive use for Mtry County MH contract	\$	-	\$	23,185.00	\$	26,500.00	\$ 3,315.00
23	Taxes and assessments (Please identify the property address and method of cost allocation)	\$	-	\$	-	\$	-	\$ -
24	Interest in Other Long-term debts 124 River Road, Salinas 9390; Relative Value Allocation based on program salaries	\$	-	s	42,063.00	\$	42,000.00	\$ (63.00)
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	\$	-	s	220,909.00	\$	274,527.00	\$ 53,618.00
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$	-	5	-	\$	-	\$ -
27	Miscellaneous (please provide details) Minor Equip & Staff Recruitment	\$	-	\$	12,895.00	\$	12,715.00	\$ (180.00)
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	\$	-	s	9,857.00	s	3,600.00	\$ (6,257.00)
29	Total Mode Costs	\$	•	\$	1,763,349.00	\$	2,049,105.55	\$ 285,756.55
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.							
30	Salaries and Benefits	\$	-	\$	•	\$		\$ -
31	Supplies	\$	-	s	-	\$	-	\$ -
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.	\$	<u>-</u>	s		\$	-	\$ -
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	\$	-	\$		\$	-	\$ -
34	Total Administrative Costs	\$	•	\$	-	\$	-	\$
35	TOTAL DIRECT COSTS	\$		\$	1,763,349.00	\$	2,049,105.55	\$ 285,756.55

Il indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	Actual FY 2012-13		Budget FY 2013-14	100	Budget FY 2014-15	Change
36	Equipment (purchase price of less than \$5000)	\$ -	\$	-	\$	-	\$ -
37	Rent and Leases - equipment	\$ -	\$	-	\$	•	\$ -
38	Rent and Leases - building and improvements	\$ -	\$	2,290.67	s	2,661.71	\$ 371.04
39	Taxes and assessments	\$ -	s	-	s		\$ -
40	Insurance and Indemnity	\$ -	\$	9,165.00	\$	10,656.00	\$ 1,491.00
41	Maintenance - equipment	\$ -	\$	_	\$	-	\$ _
42	Maintenance - building and improvements	\$ -	\$	2,290.00	\$	2,662.00	\$ 372.00
43	Utilities	\$	s	2,290.00	\$	2,662.00	\$ 372.00
44	Household Expenses	\$ -	s	-	\$	-	\$ -
45	Interest in Bonds	\$ -	\$	-	\$	-	\$ _
46	Interest in Other Long-term debts	\$ -	\$	4,582.00	s	5,328.00	\$ 746.00
47	Other interest and finance charges	\$ -	\$	25,203.00	s	29,302.00	\$ 4,099.00
48	Contracts Administration	\$ -	\$	27,496.00	\$	31,967.00	\$ 4,471.00

EXHIBIT H-2

			ctual 2012-13	ı	Budget FY 2013-14		Budget FY 2014-15	Change
49	Legal and Accounting (when required for the administration of the County Programs)	\$	-	\$	-	\$	-	\$
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$	-	\$		\$	· -	\$ -
51	Data Processing	\$	-	s		\$		\$ _
52	Personnel Administration	\$	-	\$	135,183.00	s	157,173.00	\$ 21,990.00
53	Medical Records	\$	_	\$	-	\$	• ,	\$ -
54	Other Professional and Specialized Services	\$	-	\$	20,625.78	s	23,970.42	\$ 3,344.64
55	Transportation and Travel	\$		\$	-	s	-	\$
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	\$	-	\$	-	\$	-	\$ -
57	Total Indirect costs	\$		\$	229,125.45	\$	266,382.13	\$ 37,256.68
63	Total Allowable Costs	\$	-	\$	1,992,474.45	\$	2,315,487.68	\$ 323,013.23
	COST REPORT INFORMATION:			Bud FY 2	get 013-14	Bud FY 2	get 014-15	Change
64	Land							
65	Buildings and Improvements							
66	Equipment (purchase price of \$5000 or more)							
67	Total	O						

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

Executive Director's Signature

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

TITLE OF POSITION	Annua	l Salary/Wage FT	E (Full Time Emple	oyee	TOTAL
Division Director	\$	125,000	0.35	1\$	43,750
Program Director	\$	95,400	1.00	\$	95,400
Program Manager/Clinical Supervisor	\$	61,600	2.50	. \$	154,000
Clinicians	\$	47.000	12.00	\$	564,000
Family Support Counselors	\$	33,280	6.00	\$	199,680
Program Assitant/Case Assistant	\$	33,280	3.20	\$	139,776
QA Support	\$	15,600	0.45	\$	10,920
Maintenance Staff	\$	40,800	0.25	\$	14,280
Merit Pool	\$	16,283	n/a	\$	16,283
Total Salaries and Wages			25.75	\$	1,238,089

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

Fiscal Year 2014-15

Program Name: D'Arrigo Clinic: Program 1

26 Audit Costs and Related Services (Audits required by and conducted in accordance with

AVATAR Program 27CW2

Unduplicated Number of Clients Served:

Address:

124 River Road, Salinas, CA 93908

									7		1	
	Service Description Monterey County Residents	Mode of	Service	Total Units of		aximum COUNTY	1	stimated Medi-Cal		Federal Financial		
	(In-County Medi-Cal)	Service	Function Code	Service		(MHSA)	'	Units of Service		Revenue		
	Mental Health Services	15	10 - 50	306,034	\$	863,015.88	\$	306,034	\$	776,714		
	Medication Support	15	60	15,188	\$	79,129.48	_	15,188	_	71,217		
	Case Mgmt/Brokerage	15	01	42,067 SubTotals	\$	91,706.06 1,033,851.42	\$	42,067 363,289	\$ \$	82,535 930,466.28		
				SubTotals	ļΨ	1,033,631.42		303,209	Ψ	930,466.26	j	
	Service Description		, 1		Ma	eximum COUNTY			Est	Federal Financial	1	
	Monterey County Residents (Other County Medi-Cat)	Mode of Service	Service Function Code	Total Units of Service		bility by Program (MHSA)		stimated Medi-Cal Units of Service		articipation (FFP) Revenue		
	Mental Health Services	15	10 - 50	36,750	\$	103,635.00		36,750	\$	93,272		
	Medication Support	15		5,465	\$	28,472.65		5,465	\$	25,625		
	Case Mgmt/Brokerage	15	01	10,698 SubTotals	\$ \$	23,321.64 155,429.29	<u> </u>	10,698	\$ \$	20,989 139,886.36		
				Jubiolais	1 4	155,425.25	<u> </u>		Ψ	139,660.36	j	
			·	Grand Totals	\$	1,189,280.71			\$	1,070,352.64		
	······································		-		П	Actual	г	Budget	in e	Budget		
	•				l	FY 2012-13		FY 2013-14		FY 2014-15		Change
		RAM REVEN										
	rey County Funds (Montere	y County's U	se):									
Pro	ovisional Rates Estimated Federal Funding	Participation			\$	000 710 10	\$	1.075.700.40	•	1,070,352.64	•	(5 247 76)
	MHSA	ranicipation			\$	990,719.10 72,659.70		1,075,700.40 111,102.07	\$	110,507.87	\$	(5,347.76) (594.20)
┝┉╌┼╌	DSS/Kinship Support Serv	ices Program			\$	8,420.20	_	8,420,20	-	8,420.20	\$	(394.20)
	First 5 Monterey County	ioos i rogiam			\$	29,000.00		-	\$	0,42 0.2 0	\$	
Cas	sh Flow Advances										\$	
					_				<u> </u>		\$	
	<u> </u>										\$	
 							L		L		ΙΨ.	
Total R	tequested Monterey Count	/ Funds			\$	1,100,799.00	\$	1,195,222.67	\$	1,189,280.71	\$	(5,941.96)
	Program Revenues				L						\$	
BALLO	PROGRAM REVENUES (e- WABLE COSTS - Allowable expens	quals Allowat	ole Costs)	f placed Monterey	<u>\$</u>	1,100,799.00	\$	1,195,222.67	\$	1,189,280.71	. \$	(5,943.96)
I. Direct	Cost Centers - a direct cost, as	defined in OMB	A-87, is a cost th	nat can be identif	ied s	specifically with a	part	icular final cost obj	ectiv	/e.		
A.	Mode Costs (Direct Service	es)			Act			iget :013-14		dget 2014-15		Change
1 Sala	ries and wages (please fill out Sup	plemental Sched	dule of Salaries an	id Wages)	FY 2	2012-13	\$	656,958.00		653,692.00	\$	(3,266.00)
2 Pay	roll taxes						\$	164,240.00		163,423.00	\$	(817.00)
	ployee benefits kers Compensation							· · · · · · · · · · · · · · · · · · ·			\$	
	erance Pay (if required by law, em	ployer-employee	agreement or est	ablished written						_	\$	
	porary Staffing	do oupporting 4-	···monto\				Φ.	0.007.00	r.	0.000.00	\$	(10.00)
	ible Client Spending (please providual) rel (costs incurred to carry out the		suments)				\$	3,627.00 14,506.00		3,609.00 14,434.00		(18.00) (72.00)
9 Emp	oloyee Travel and Conference						\$	4,286.00	\$	4,265.00	\$	(21.00)
	munication Costs						55 6	14,506.00		14,434.00		(72.00)
11 Utilit 12 Clea	uning and Janitorial					:	\$	7,912.00 7,253.00		7,873.00 7,217.00		(39.00)
13 Mair	ntenance and Repairs - Buildings						\$	7,583.00		7,545.00	\$	(38.00)
	ntenance and Repairs - Equipment						\$	330.00		328.00	\$ \$	(2.00)
	ting and Publications nberships, Subscriptions and Dues	<u> </u>					\$	494.00	\$	492.00		(2.00)
17 Offic	e Supplies						\$	6,923.00	\$	6,889.00	\$	(34.00)
	tage and Mailing lical Records						\$	1,319.00	\$	1,312.00	\$	(7.00)
	a Processing								\$	<u> </u>	\$	
21 Ren	t and Leases - equipment						\$	1,978.00	\$	1,968.00	\$	(10.00)
	t and Leases - building and improv	rements					_	4 296 00		4 225 22		(21.00)
	Lupin Drive, Salinas 93906; Alloca			i			\$	4,286.00	\$	4,265.00	\$	(21.00)
1180	0 Boradway, King City 93930; Exci	usive use for Mtr	y County MH cont				\$	4,206.00		4,265.00		
23 Taxe		usive use for Mtr	y County MH cont						\$	<u> </u>	\$	-
23 Taxe 1180 23 Taxe 1124	0 Boradway, King City 93930; Excl es and assessments (Please ident	usive use for Mtr ify the property a e Value Allocatio	y County MH cond ddress and metho n based on progra	od of cost am salaries			\$	27,694.00				

	Actual FY 2012-13		Budget FY 2013-14	Budget FY 2014-15		Change
27 Miscellaneous (please provide details) Minor Equip & Staff Recruitment	İ	\$	5,446.00	\$ 5,419.00	S	(27.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide		\$	2,374.00			(12.00
29 Total Mode Costs	\$ -	Ś	1,057,720.00			(5,258.0
B. Administrative Costs - the allocation base must reasonably reflect the level of	i ·				 	
30 Salaries and Benefits					\$	-
31 Supplies					\$	-
32 Others - please provide details. Expense must be authorized by the County and/or not					\$	-
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide					\$	-
34 Total Administrative Costs	\$ -	\$		\$ -	\$	
35 TOTAL DIRECT COSTS	\$ -	\$	1,057,720.00		\$	(5,258.00
Il indirect Cost Centers - include all costs that are incurred for a common or joint purpor	se benefitting more t	han on	e final cost objecti	ve, that are not readily	ass	ignable to th
INDIRECT COSTS	Actual	Bud	get	Budget	1	01
	FY 2012-13	FY 2	013-14	FY 2014-15		Change
36 Equipment (purchase price of less than \$5000)	-	\$	•	\$ -	\$	
37 Rent and Leases - equipment		\$	-	\$ -	\$	-
38 Rent and Leases - building and improvements		\$	1,375.67	\$ 1,367.71	\$	(7.9
39 Taxes and assessments					\$	
40 Insurance and Indemnity		\$	5,500.00	\$ 5,473.00	\$	(27.0
41 Maintenance - equipment					\$	
42 Maintenance - building and improvements		\$	1,375.00		\$	(7.00
43 Utilities		\$	1,375.00	\$ 1,368.00		(7.00
44 Household Expenses					\$	-
45 Interest in Bonds					\$	_
46 Interest in Other Long-term debts		\$	2,750.00			(14.0
47 Other interest and finance charges		. \$	15,125.00	,,,,,,		(75.0)
48 Contracts Administration		\$	16,500.00	\$ 16,418.00	\$	(82.00
49 Legal and Accounting (when required for the administration of the County Programs)				· · · · · · · · · · · · · · · · · · ·	\$	-
50 Audit Costs and Related Services (Audits required by and conducted in accordance with					\$	-
51 Data Processing		-			\$	-
52 Personnel Administration 53 Medical Records		\$	81,127.00	\$ 80,724.00	\$	(403.0
54 Other Professional and Specialized Services					\$	- (00.00
54 Other Professional and Specialized Services 55 Transportation and Travel		\$	12,377.00		\$	(63.0
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of		\$	-	\$ -	\$	
		\$		\$ -	\$	-
7 Total Indirect costs	\$ -	\$	137,504.67	\$ 136,818.71	•	(685.96
33 Total Allowable Costs	\$ -	\$	1,195,224.67	\$ 1,189,280.71	\$	(5,943.9
COST REPORT INFORMATION:		Bud FY 20	get 013-14	Budget FY 2014-15		Change
4 Land						•
Buildings and Improvements						
66 Equipment (purchase price of \$5000 or more)						
7 Total	f)					

Executive I	Director's	Signature

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

TITLE OF POSITION		Annual Salary/Wage	FTE (Full Time Employee)		TOTAL
Division Director		125,000	0.20	\$	24,604
Program Director		95,400	0.52	\$.50,073
Program Manager/Clinical Supervisor		61,600	0.98	\$.	60,623
Clinicians		47,000	7.22	\$	339,200
Family Support Counselors	;	33,280	2.62	\$	87,339
Program Assitant/Case Assistant		33,280	2.10	\$	69,871
QA Support	:	15,600	0.30	\$	4,606
Maintenance Staff	:	40,800	0.16	\$	6,692
Merit Pool		10,683		\$	10,683
	***			\$	-
Total Salaries and Wages			1	\$	653,692

Seneca Family of Agencies/Kinship Center BUDGET AND EXPENDITURE REPORT For Monterey County, Bohovierel Health

For Monterey County - Behavioral Health
Fiscal Year 2014-15

Program Name: Adoption Preservation: Program 2

AVATAR Program(s 27CW

Unduplicated Number of Clients Served

Address:

124 River Road, Salinas, CA 93908

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

	Actu	ial FY 2012-13	Bu	Budget FY 2013- 14		udget FY 2014 15		Change
A. PROGRAM REVENUES								
Monterey County Funds (Monterey County's Use):		·-						
Provisional Rates					┢			
Estimated Federal Financial Participation	\$	193,335.00	\$	221,484.65	\$	279,088.57	\$	57,603.9
MHSA	\$	32,788.00	\$	24,609.40		31,009.84	<u></u>	6,400.4
THE COST	Ψ	32,700.00	Ψ	24,000.40	Ψ	31,008.04	<u> </u>	0,400.4
	 				-		\$	
	↓						\$	_
							\$	
Cash Flow Advances					,		\$	-
·							\$	_
							\$	
	+						\$	
		<u> </u>	-				•	
i i	 	222 122 22	\$		_		\$	
otal Requested Monterey County Funds	\$	226,123.00	\$	246,094.05	\$	310,098.41	\$	64,004.3
Other Program Revenues			₩.	•				
OTAL PROGRAM REVENUES (equals Allowable Costs)	\$	226,123.00	\$	246,094.05	\$	310,098.41	\$	64,004.3
ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Mont	егеу Сог	unty clients alloca	ted in	accordance with r	egui	irements		
Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be id								•
A. Mode Costs (Direct Services)		i FY 2012-13		get FY 2013-14	34540	dget FY 2014-15		Change
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	_		\$	126,857.00	\$	170,447.00	\$	43,590.0
2 Payroll taxes			\$	31,714.00		42,612.00		10,898.0
3 Employee benefits			\$	-	\$	-	\$	
4 Workers Compensation		=	\$	-	\$		\$	-
5 Severance Pay (if required by law, employer-employee agreement or established			\$	-	\$	-	\$	-
6 Temporary Staffing			\$	-	\$	-	\$	-
7 Flexible Client Spending (please provide supporting documents)			\$	2,596.00	\$	941.00		(1,655.0
8 Travel (costs incurred to carry out the program)			\$	5,743.00	\$	3,764.00	\$	(1,979.0
9 Employee Travel and Conference			\$	5,366.00		1,112.00		(4,254.0
10 Communication Costs	<u> </u>		\$	1,778.00		3,764.00		1,986.0
11 Utilities			\$	1,351.00		2,053.00		702.0
12 Cleaning and Janitorial			\$		\$_	1,882.00		1,882.0
13 Maintenance and Repairs - Buildings	 		\$	2,302.00		1,967.00	\$	(335.0
14 Maintenance and Repairs - Equipment 15 Printing and Publications			\$	136.00			\$	(50.0
16 Memberships, Subscriptions and Dues			\$	315.00		400.00	\$	(315.0
17 Office Supplies	├─		\$	413.00 2,229.00		128.00 1,796.00	\$	(285.0 (433.0
18 Postage and Mailing	 		\$	250.00		342.00	\$	92.0
19 Medical Records	 		\$	250.00	\$	342.00	\$	52.0
20 Data Processing			\$		\$	•	\$	
21 Rent and Leases - equipment			\$	183.00	\$	513.00	\$	330.0
Rent and Leases - building and improvements					Ť		1	
22 984 Lupin Drive, Sallnas 93906; Allocated based on services provided			\$	3,481.00	\$	1,112.00	\$	(2,369.0
1180 Boradway, King City 93930; Exclusive use for Mtry County MH contract				,		·	-	
23 Taxes and assessments (Please identify the property address and method of cost			\$	-	\$	_	\$	-
24 Interest in Other Long-term debts 124 River Road, Salinas 9390; Relative Value Allocation based on program salaries			\$	5,621.00	\$	7,185.00	\$	1,564.0
			•	00 =00 00	•	DD 200 CT	Φ.	40 100
25 Other Professional and Consultant Services (allowable with prior specific approval 26 Audit Costs and Related Services (Audits required by and conducted in accordance			\$	22,562.00		32,692.00		10,130.0
27 Miscellaneous (please provide details) Minor Equip & Staff Recruitment			\$	2.056.00	\$	1 442 00	\$	10.40.0
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and			\$ \$	2,056.00 2,927.00		1,413.00 616.00		(643.0 (2,311.0
29 Total Mode Costs	\$	_	\$ \$	217,880.00		274,425.00		56,545.0
B. Administrative Costs - the allocation base must reasonably reflect the level	-	-	Ψ	£ 11,000.00	Ψ.	£14,4£3.UU	Ψ	<u>00</u> 1040.U
	\vdash						\$	
301Salaries and Benefits	1						\$	
		I						-
31 Supplies								
Salaries and Benefits Supplies Supplies Deprimental Supplies Deprimental Supplies Supplies Depreciation Expenses (please exclude assets purchased by COUNTY funds and							\$	-

EXHIBIT H-2

	Actual FY 2012-13	Budget FY 2013- 14	Budget FY 2014-	Change
35 TOTAL DIRECT COSTS	\$ -	\$ 217,880.00		
Il Indirect Cost Centers - include all costs that are incurred for a common or joint pur	pose benefitting more ti	nan one final cost obje	ctive, that are not rea	lily assignable to
INDIRECT COSTS	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36 Equipment (purchase price of less than \$5000)		\$ -	\$ -	\$ -
37 Rent and Leases - equipment		\$ -	\$ -	\$ -
38 Rent and Leases - building and improvements		\$ 282.00	\$ 356.00	\$ 74.00
39 Taxes and assessments		\$ -	\$	\$ -
40 Insurance and Indemnity		\$ 1,128.00	\$ 1,427.00	\$ 299.0
41 Maintenance - equipment		\$ -	\$ -	\$ -
42 Maintenance - building and improvements		\$ 282.00	\$ 356.00	\$ 74.00
43 Utilities		\$ 282.00	\$ 356.00	\$ 74.00
44 Household Expenses		\$ -	\$ -	\$ -
45 Interest in Bonds	:	\$ -	\$ -	\$ -
46 Interest in Other Long-term debts		\$ 564.00	\$ 714.00	\$ 150.00
47 Other interest and finance charges		\$ 3,103.00	\$ 3,924.00	\$ 821.0
48 Contracts Administration	·	\$ 3,385.00	\$ 4,281.00	\$ 896.00
49 Legal and Accounting (when required for the administration of the County Programs)		\$ -	\$ -	\$ -
50 Audit Costs and Related Services (Audits required by and conducted in accordance		\$ -	S -	\$ -
51 Data Processing		\$ -	\$ -	\$ -
52 Personnel Administration		\$ 16,645.00	\$ 21,050.00	\$ 4,405.0
53 Medical Records		\$ -	\$ -	\$ -
54 Other Professional and Specialized Services		\$ 2,543.05	\$ 3,209.41	\$ 666.3
55 Transportation and Travel		\$ -	\$	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and disposal		\$ -	\$ -	\$ -
7 Total Indirect costs	\$ -	\$ 28,214.05	\$ 35,673.41	\$ 7,459.3
63 Total Allowable Costs	\$ -	\$ 246,094.05	\$ 310,098.41	\$ 64,004.36
COST REPORT INFORMATION:		Budget FY 2013-14	Budget FY 2014-15	Change
34 (Land			-	
5 Buildings and Improvements				
6 Equipment (purchase price of \$5000 or more)			,	
7 Total	9			
We hereby certify to the best of our knowledge, under penalty of perjury, that the abo	ve report is true and cor	rect, that the amounts コルルト	reported are traceabl	e to (Contractor
executive Director's Signature Date Finar	ice Director's Signature	/// 7 / Date	[]	

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

TITLE OF POSITION	Annual	Salary/Wage	FTE (Full Time Employee		TOTAL
Division Director	\$	125,000	0.05	\$	6,415
Program Director	\$	95,400	0.14	\$	13,056
Program Manager/Clinical Supervisor	\$	61,600	0.26	\$	15,807
Clinicians	\$	47,000	1.88	\$\$	88,445
Family Support Counselors	\$	33,280	0.68	5 5	22,773
Program Assitant/Case Assistant	\$	33,280	0.55	\$	18,219
QA Support	\$	15,600	0.08	\$	1,201
Maintenance Staff	\$	40,800	0.04	\$	1,745
Merit Pool	\$	2,786	n/a	\$	2,786
				\$	
Total Salaries and Wages		•		\$	170,447

Seneca Family of Agencies/Kinship Center **BUDGET AND EXPENDITURE REPORT**

For Monterey County - Behavioral Health Fiscal Year 2014-15

Program Name: Trauma Services Program: Program

AVATAR Program(s 27CW3

Unduplicated Number of Clients Sei

Address:

124 River Road, Salinas, CA 93908

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

		Actual FY 2012-13	Bud	Budget FY 2013- 14		dget FY 2014- 15		Change
	A. PROGRAM REVENUES							
viont	erey County Funds (Monterey County's Use):							
	rovisional Rates			•	<u> </u>			
	Estimated Federal Fund Participation		\$	271,040.16	\$	281,961.01	\$	10,920.8
	MHSA		\$	1,115.57		2,329.00	\$	1,213.4
_		<u> </u>	\$					1,210.4
	First 5 Monterey County	-	₽	29,000.00	\$_	29,000.00	\$	
			ļ		ļ		\$	-
							\$	
C	ash Flow Advances						\$	-
		1	1				\$	-
			1				\$	
							\$	
					<u> </u>		_	-
			<u> </u>				\$	-
	Requested Monterey County Funds	\$ -	\$	301,155.73	\$	313,290.02	\$	12,134.2
	r Program Revenues				<u></u>	. , .		
OTA	AL PROGRAM REVENUES (equals Allowable Costs)	\$ -	\$	301,155.73	\$	313,290.02	\$	12,134.2
. ALL	OWABLE COSTS - Allowable expenditures for the care and services of placed	Monterey County clients	allocate	d in accordance	with r	equirements		
Dire	ct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can	be identified specifically	/ with a	particular final o	cost o	objective.		
A.	. Mode Costs (Direct Services)	Actual FY 2012-13	Buda	et FY 2013-14	Buc	lget FY 2014-15		Change
	alaries and wages (please fill out Supplemental Schedule of Salaries and Wage		s	152,672.00		172,200.55	s	158,823.0
	ayroli taxes		\$	41,221.00		43,050.00		42,882.0
	mployee benefits		Ť		1	12,2221	Ť	,,,,,,,,
4 W	orkers Compensation						-	
5 S e	everance Pay (if required by law, employer-employee agreement or established		İ					
	emporary Staffing							
	exible Client Spending (please provide supporting documents)		\$	2,113.00	\$	951.00	\$	(1,162.0
	avel (costs incurred to carry out the program)		\$	2,210.00	\$	3,802.00	\$	1,592.0
	nployee Travel and Conference		\$	2,709.00	\$	1,123.00	\$	(1,586.0
	ommunication Costs		\$	2,766.00		3,802.00		1,036.0
11 Ut			\$	2,103.00	\$	2,074.00		(29.0
	eaning and Janitorial	1			\$		\$	1,901.0
	aintenance and Repairs - Buildings		\$	3,584.00			\$	(1,596.0
	aintenance and Repairs - Equipment		\$	212.00		86.00	\$	(126.0
	inting and Publications		\$	490.00		-	\$	(490.0
	emberships, Subscriptions and Dues		\$	297.00	_	130.00	\$	(167.0
	ffice Supplies		\$	1,697.00			\$	118.0
	ostage and Mailing edical Records		\$	389.00		346.00	\$	(43.0
	ata Processing				\$	-	\$	
	ent and Leases - equipment		\$	285.00	\$	519.00	\$	234.0
	ent and Leases - equipment		3	263.00	J)	319.00	Φ	234.1
	34 Lupin Drive, Salinas 93906; Allocated based on services provided		\$	5,418.00	\$	1,123.00	\$	(4,295.0
	180 Boradway, King City 93930; Exclusive use for Mtry County MH contract		Φ	3,416.00	3	1,123.00	Ψ	(4,255.0
	exes and assessments (Please identify the property address and method of	<u> </u>			s	····	\$	
	terest in Other Long-term debts				J.	-	9	
lin*	terest in Other Edity-term debts 14 River Road, Salinas 9390; Relative Value Allocation based on program		\$	8,748.00		7,259.00	\$	(1,489.6
			Φ	0,740.00	"	1,239.00	Ψ	(1,408.0
24 12	laries		1			33,028.00	\$	1,186.0
24 12 sa	plaries her Professional and Consultant Services (allowable with prior specific	1	\$	31 8/2 00		22,020,00	Ψ	1,1004
24 12 sa 25 Ot	her Professional and Consultant Services (allowable with prior specific		\$	31,842.00	\$	1	Φ.	-
24 12 sa 25 Ot 26 Au	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in				\$	1 427 00	\$	/1 771 /
24 12 sa 25 Ot 26 Au 27 Mis	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment		\$	3,198.00	\$		\$	
24 12 sa 25 Ot 26 Au 27 Mis 28 De	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment experience	\$ -	\$	3,198.00 4,556.00	\$ \$	622.00	\$	(3,934.6
24 12 sa 25 Oth 26 Au 27 Mis 28 De 29 To	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment experior Expenses (please exclude assets purchased by COUNTY funds otal Mode Costs	\$ -	\$	3,198.00	\$ \$		\$ \$	(3,934.6
24 12 sa 25 Ot 26 Au 27 Mis 28 De 29 To	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment experience	\$ -	\$	3,198.00 4,556.00	\$ \$	622.00	65 65 65 65 65 65 65 65 65 65 65 65 65 65 65 br>65 65 65 65 65 65 65 65 65 65 65 6	(3,934.6
24 12 san 25 Ott 26 Au 27 Mis 28 De 29 To B 30 San	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment appreciation Expenses (please exclude assets purchased by COUNTY funds total Mode Costs 3. Administrative Costs - the allocation base must reasonably reflect the planter and Benefits	\$ -	\$	3,198.00 4,556.00	\$ \$	622.00	66666	(1,771.0 (3,934.0 10,736.5 - -
24 12 sa 25 Otl 26 Au 27 Mis 28 De 29 To B 30 Sa 31 Su	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment expeciation Expenses (please exclude assets purchased by COUNTY funds at al Mode Costs 3. Administrative Costs - the allocation base must reasonably reflect the	\$ -	\$	3,198.00 4,556.00	\$ \$	622.00	65 65 65 65 65 65 65 65 65 65 65 65 65 65 65 br>65 65 65 65 65 65 65 65 65 65 65 6	(3,934.0 10,736.5 - -
24 12 sa 25 Otl 26 Au 27 Mi: 28 De 29 To B 30 Sa 31 Su 32 Otl	ther Professional and Consultant Services (allowable with prior specific adit Costs and Related Services (Audits required by and conducted in scellaneous (please provide details) Minor Equip & Staff Recruitment appreciation Expenses (please exclude assets purchased by COUNTY funds that Mode Costs 3. Administrative Costs - the allocation base must reasonably reflect the laiaries and Benefits	\$ -	\$	3,198.00 4,556.00	\$ \$	622.00	999999	(3,934.0 10,736.5 - -

EXHIBIT H-2

	Actual FY 2012-13	Budget FY 2013- 14	Budget FY 2014-	Change
35 TOTAL DIRECT COSTS	\$ -	\$ 266,510.00	\$ 277,246.55	\$ 10,736.5
Il Indirect Cost Centers - include all costs that are incurred for a common or jo	int purpose benefitting m	ore than one final cost	objective, that are not	readily assignab
INDIRECT COSTS	Actual FY 2012-13	Budget FY 2013-14	Budget FY 2014-15	Change
36 Equipment (purchase price of less than \$5000)		\$ -	\$ -	\$ -
37 Rent and Leases - equipment		\$ -		\$ -
38 Rent and Leases - bullding and improvements		\$ 346.00	\$ 360.00	\$ 14.0
39 Taxes and assessments			\$ -	\$ -
40 Insurance and Indemnity		\$ 1,386.00	\$ 1,442.00	\$ 56.0
41 Maintenance - equipment			\$ -	\$ -
42 Maintenance - building and improvements		\$ 346.00	\$ 360.00	\$ 14.0
43 Utilities		\$ 346.00	\$ 360.00	\$ 14.0
44 Household Expenses			\$ -	\$ -
45 Interest in Bonds			-	\$ -
46 Interest in Other Long-term debts		\$ 693.00	\$ 721.00	\$ 28.0
47 Other interest and finance charges		\$ 3,811.00	\$ 3,965.00	\$ 154.0
48 Contracts Administration		\$ 4,159.00	\$ 4,326.00	\$ 167.0
49 Legal and Accounting (when required for the administration of the County	1		\$ -	\$ -
50 Audit Costs and Related Services (Audits required by and conducted in			\$ -	\$ -
51 Data Processing			\$ -	\$ -
52 Personnel Administration		\$ 20,441,00	\$ 21,267.00	\$ 826.0
53 Medical Records			\$ -	\$ -
54 Other Professional and Specialized Services		\$ 3,117.73	\$ 3,242.47	\$ 124.7
55 Transportation and Travel		\$ -	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and		\$ -	\$ -	\$
57 Total Indirect costs	\$ -	\$ 34,645.73	\$ 36,043.47	\$ 1,397.7
63 Total Allowable Costs	\$ -	\$ 301,155.73	\$ 313,290.02	\$ 12,134.2
COST REPORT INFORMATION:		Budget FY 2013-14	Budget FY 2014-15	Change
64 Land				
65 Buildings and Improvements			1	
66 Equipment (purchase price of \$5000 or more)				
67 Total	O .			

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

Executive Director's Signature

Finance Director

<u>ๅๅ๛๚</u>

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

TITLE OF POSITION	, A	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$	125,000	0.05	\$ 6,481
Program Director	\$	95,400	0.14	\$ 13,191
Program Manager/Clinical Supervisor	\$	61,600	0.26	\$ 15,970
Clinicians	\$	47,000	1.90	\$ 89,355
Family Support Counselors	\$	33,280	0.69	\$ 23,008
Program Assitant/Case Assistant	\$	33,280	0.55	\$ 18,406
QA Support	\$	15,600	0.08	\$ 1,213
Maintenance Staff	\$	40,800	0.04	\$ 1,763
Merit Pool	\$	2,814	n/a	\$ 2,814
				\$ -
Total Salaries and Wages				\$ 172,201

Seneca Family of Agencies/Kinship Center

BUDGET AND EXPENDITURE REPORT
For Monterey County - Behavioral Health
Fiscal Year 2014-15

Program Name: King City Children's Clinic Unduplicated Number of Clients Serve____

AVATAR Program pending
Address: 124 River Road, Salinas, CA 93908

Service Description	Mode of Service	Service Function Code	Total Units of Service	 ximum COUNTY sility by Program (MHSA)	Estimated Medi-Cal Units of Service	 Federal Financial rticipation (FFP) Revenue
Mental Health Services	15	10 - 50	138,960	\$ 391,867.20	138,960	\$ 352,680.48
Medication Suuport	15	60	9,700	\$ 50,537.00	9,700	\$ 45,483.30
Case Mgmt/Brokerage	15	01	27,713	\$ 60,414.34	27,713	\$ 54,372.91
			Totals	\$ 502,818.54	176,373	\$ 452,536.69

	Actual FY 2012-	Bud	dget FY 2013- 14	Bud	lget FY 2014-15		Change
A. PROGRAM REVENUES		1					
Monterey County Funds (Monterey County's Use):							
Provisional Rates							
Estimated Federal Fund Participation		\$	225,000.00	\$	452,536.69	\$	227,536.69
MHSA		\$	25,000.00		50,281.85	\$	25,281.85
	- s -	\$	20,000.00	۳	00,201.00	\$	20,201.00
` ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	<u>σ</u> -	Ψ-		-		\$	
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Cash Flow Advances		1				\$	-
						\$	
		l		ļ. <u>.</u>		\$	-
· ·						\$	-
·		\$	-	1		\$	
Total Requested Monterey County Funds	\$ -	\$	250,000.00	\$	502,818.54	_	252,818.54
Other Program Revenues		+-	200,000.00	1	002,010.01	*	202,010.01
TOTAL PROGRAM REVENUES (equals Allowable Costs)	s -	\$	250 000 00	•	502,818.54	-	252,818.54
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed h			250,000.00	\$		*	252,010.54
l. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be						_	
A. Mode Costs (Direct Services)	Actual FY 2012-13	_	et FY 2013-14		get FY 2014-15	Ь.	Change
Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$	120,875.00		241,750.00	\$	120,875.00
2 Payroll taxes	' 	\$	30,219.00		60,438.00	\$	60,438.00
3 Employee benefits	 	4	30,217.00	Ψ	00,436.00	¥	00,400.00
4 Workers Compensation		 				\$	-
5 Severance Pay (if required by law, employer-employee agreement or established		1		 		\$	-
в Temporary Staffing		1				\$	-
7 Flexible Client Spending (please provide supporting documents)		\$	1,200.00	\$	2,400.00	\$	1,200.00
8 Travel (costs incurred to carry out the program)		\$	3,000.00		6,000.00		3,000.00
9 Employee Travel and Conference		\$	1,000.00		2,000.00		1,000.00
10 Communication Costs		S	2,100.00		4,200.00		2,100.00
11 Utilities 12 Cleaning and Janitorial	.	\$	1,500.00				1,500.00
13 Maintenance and Repairs - Buildings		\$	2,400.00		4,800.00 3,600.00		2,400.00 1,800.00
14 Maintenance and Repairs - Equipment		\$	1,800.00 250.00		500.00		250.00
15 Printing and Publications		\$	230.00	\$	300.00	\$	250.00
16 Memberships, Subscriptions and Dues		\$	125.00		250.00	\$	125.00
17 Office Supplies		\$	2,500.00		5,000.00	\$	2,500.00
18 Postage and Mailing		\$	375.00	\$	750.00	\$	375.00
19 Medical Records		\$	-	\$	-	\$\$	
20 Data Processing		\$	-	S		\$	
21 Rent and Leases - equipment		\$	1,200.00	S	2,400.00	\$	1,200.00
Rent and Leases - building and improvements							
22 984 Lupin Drive, Salinas 93906; Allocated based on services provided		S	10,000.00	\$	20,000.00	\$	10,000.00
1180 Boradway, King City 93930; Exclusive use for Mtry County MH contract							
23 Taxes and assessments (Please identify the property address and method of cost		\$		\$	- <u>- </u>	\$	
24 Interest in Other Long-term debts (please identify the property address and method		\$.			\$	-
25 Other Professional and Consultant Services (allowable with prior specific approval		\$	40,500.00	\$	83,428.00	\$_	42,928.00
26 Audit Costs and Related Services (Audits required by and conducted in accordance	<u> </u>	\$		\$		\$	0.004.00
27 Miscellaneous (please provide details) Minor Equip & Staff Recruitment 28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and		\$	2,195.00	\$	4,456.00	\$	2,261.00
29 Total Mode Costs		\$	221,239.00	\$	444,972.00	\$	223,733.00
B. Administrative Costs - the allocation base must reasonably reflect the leve	I of service received by	the Co	unty from the pro	oram	Jactivity and there	Ψ	220,700.00
30 Salaries and Benefits			pre	J	y wine there	\$	-
31 Supplies						\$	_
32 Others - please provide details. Expense must be authorized by the County and/or						\$	_
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and						\$	_
34 Total Administrative Costs	\$ -	\$	-	\$	-	\$	
35 TOTAL DIRECT COSTS	\$ -	\$	221,239.00		444,972.00		223,733.00
Il Indirect Cost Centers - include all costs that are incurred for a common or joint				_		iily	
INDIRECT COSTS	Actual FY 2012-13	Budg	et FY 2013-14	Budg	get FY 2014-15		Change
36 Equipment (purchase price of less than \$5000)				ļ		\$	
37 Rent and Leases - equipment	<u> </u>	<u> </u>				\$	-
38 Rent and Leases - building and improvements	1	\$	287.00	1.5	578.00	\$	291.00

		Actual FY 2012 13	- B	udget FY 2013- 14	Βu	idget FY 2014-15	Change
39	Taxes and assessments		\$	-	\$	-	\$ -
40	Insurance and indemnity		\$	1,151.00	\$	2,314.00	\$ 1,163.00
41	Maintenance - equipment		\$	-	\$	-	\$ -
42	Maintenance - building and improvements		\$	287.00	\$	578.00	\$ 291.00
	Utilities		\$	287.00	\$	578.00	\$ 291.00
44	Household Expenses		\$	-	\$	-	\$ -
	Interest in Bonds		\$	-	\$	-	\$
46	Interest in Other Long-term debts		\$	575.00	\$	1,157.00	\$ 582.00
47	Other interest and finance charges		18	3,164.00	\$	6,363.00	\$ 3,199.00
	Contracts Administration		\$	3,452.00	\$	6,942.00	\$ 3,490.00
49	Legal and Accounting (when required for the administration of the County Programs)		\$	-	\$		\$ -
	Audit Costs and Related Services (Audits required by and conducted in accordance		\$		\$	-	\$ - "
51	Data Processing		\$	•	\$	-	\$
	Personnel Administration		\$	16,970.00	\$	34,132.00	\$ 17,162.00
	Medical Records		\$	-	s	-	\$
	Other Professional and Specialized Services		\$	2,588.00	S	5,204.54	\$ 2,616.54
	Transportation and Travel						\$ -
56	Advertising (for recruitment of admin personnel, procurement of services and						\$ _
57	Total indirect costs	\$ -	\$	28,761.00	\$	57,846.54	\$ 29,085.54
63	Total Allowable Costs	\$ -	\$	250,000.00	\$	502,818.54	\$ 252,818.54
	COST REPORT INFORMATION:		Buc	get FY 2013-14	Bu	dget FY 2014-15	Change
64	Land						 _
	Buildings and Improvements						
66	Equipment (purchase price of \$5000 or more)						
67	Total						

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

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

TITLE OF POSITION	Annua	l Salary/Wage	FTE (Full Time Employee)	TOTAL
Division Director	\$	125,000	0.05	\$ 6,250
Program Director	\$	95,400	0,20	\$ 19,080
Program Manager/Clinical Supervisor	\$	61,600	1.00	\$ 61,600
Clinicians	\$	47,000	1.00	\$ 47,000
Family Support Counselors	\$	33,280	2.00	\$ 66,560
Program Assitant/Case Assistant	\$	33,280	1.00	\$ 33,280
QA Support	\$	15,600	0.25	\$ 3,900
Maintenance Staff	\$	40,800	0.10	\$ 4,080
Merit Pool	\$	-	n/a	\$ -
				\$ -

Total Salaries and Wages		\$	241,750