

**RENEWAL AGREEMENT & AMENDMENT NO. 3 TO AGREEMENT A-13138
COUNTY OF MONTEREY AND
CENTRAL COAST CENTER FOR INDEPENDENT LIVING**

This (partial) Renewal Agreement & Amendment No. 3 to Agreement A-13138 is made by and between the County of Monterey hereinafter referred to as “COUNTY”, and **CENTRAL COAST CENTER FOR INDEPENDENT LIVING**, hereinafter referred to as “CONTRACTOR”.

WHEREAS, on May 20, 2016 the COUNTY and CONTRACTOR entered into Agreement A-13138 in the amount of \$399,309 for the term July 1, 2016 through June 30, 2019; and,

WHEREAS, the COUNTY entered into Amendment No. 1 to Agreement A-13138 with CONTRACTOR to add a Program 2 to the Program Description Scope of Work, to provide information and referral services to people with mental health disabilities for individual advocacy, peer support, independent living skills training, and benefits counseling, and to increase funding, revising EXHIBIT B: PAYMENT AND BILLING PROVISIONS; and,

WHEREAS, the COUNTY entered into Amendment No. 2 to Agreement A-13138 with CONTRACTOR to amend Program 2 in the Scope of Work, extending that Program an additional 18 months to December 31, 2020, while extending Program 1 an additional two Fiscal Years through FY 2020-21, increasing the total maximum amount of the AGREEMENT, and revising the EXHIBIT A-1: SCOPE OF SERVICES and EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS, for a new term of July 1, 2016 through June 30, 2021; and

WHEREAS, the COUNTY and CONTRACTOR hereby request a Renewal Agreement and Amendment No. 3 to Agreement A-13138 to amend the termed Program 2 in the Scope of Work, extending that Program an additional Calendar Year to December 31, 2021 adding \$366,960 of available Whole Person Care (WPC) funding, while extending Program 1 as a non-renewal component of the Amendment an additional 12 months through FY 2021-22, adding \$133,103 of MHSA funding and increasing the total maximum amount of the AGREEMENT, and revising the EXHIBIT A-2: SCOPE OF SERVICES and EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS, for a new term of July 1, 2016 through June 30, 2022 as follows:

1. Increase the contract amount payable by COUNTY to CONTRACTOR in the form of renewed Program 2 WPC funding by a total of \$366,960 for an additional Calendar Year through the extended period of December 31, 2020 through December 31, 2021; and,
2. Increase the contract amount payable by COUNTY to CONTRACTOR in the form of Program 1 MHSA CSS funding by a total of \$133,103 for an additional Fiscal Year through FY 2021-22, for a new combined maximum COUNTY contract obligation of \$2,112,978.
3. As Program 2 termed out on December 31, 2020, that portion of the amended Agreement will be classified as a Renewal Agreement & Amendment No. 3 while the Program 1 provisions will be included as a non-renewal extension of the term date for this Amendment No. 3. Subsequently, this AGREEMENT is renewed retroactive to January 1, 2021, and all of its provisions shall be deemed to have been in effect continuously since that time.

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

1. EXHIBIT A-3: PROGRAM DESCRIPTION replaces EXHIBITS A-2, A-1, and A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-3.
2. EXHIBIT B-3: BILLING AND PAYMENT PROVISIONS replaces EXHIBITS B-2, B-1, and B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-3.
3. EXHIBIT G-3: COST REIMBURSEMENT INVOICE FORM replaces EXHIBITS G-2, G-1, and G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-3.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
5. This Amendment No. 3 is effective June 1, 2021.
6. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the COUNTY on May 20, 2016.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

DocuSigned by:
By: Marina Pantchenko
65EE9F1502BD412 County Counsel

Date: 5/20/2021 | 11:39 AM PDT

Approved as to Fiscal Provisions²

DocuSigned by:
By: Joey Nolasco
F60C442ED05B437 Auditor-Controller's Office

Date: 5/20/2021 | 2:20 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

Contractor's Business Name *
By: Charles Chambers

(Signature of Chair, President, or Vice-President) *
Charles Chambers; Board Chair
Name and Title

Date: May 10, 2021

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

Wesley Haye; Secretary of the Board
Name and Title

Date: May 10, 2021

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

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

²Approval by Auditor-Controller is required

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

EXHIBIT A-3: PROGRAM DESCRIPTION

PROGRAM 1

I. IDENTIFICATION OF PROVIDER

Central Coast Center for Independent Living
318 Cayuga Street, Suite 208
Salinas, CA 93901
(831) 757-2968
(831) 757-5549 Fax
www.cccil.org

II. SCOPE OF WORK

A. PROGRAM NARRATIVE

Central Coast Center for Independent Living (CCCIL) is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities. Independent Living Centers are cross-disability, consumer-centered advocacy organizations. CCCIL's Independent Living program provides information and referral, housing assistance, individual advocacy, peer support, personal assistance services, independent living skills training, systems advocacy, assistive technology support (devices to help people with disabilities live independently), and benefits assistance services to people with physical, mental health and cognitive disabilities inclusive of all age groups residing in Monterey County.

Goal 1: An estimated total of 65-135 consumers, to include a maximum of 70 duplicated and 65 unduplicated consumer Transitioned Age Youth (TAY) 15-23 years old and adults 24 years of age and older, will receive a financial/medical benefits assistance, individual advocacy, housing assistance, independent living skills training and assistive technology (AT) services each fiscal year during the term of the Agreement.

- a) Return to Work Benefits Assistance: CONTRACTOR will provide the following benefits assistance services:
1. Problem Solving & Advocacy- will assist consumers to resolve any issues with Social Security Administration, Department of Social Services (Medi-Cal), Department of Rehabilitation and any other services providers/organizations.
 2. Benefits Analysis & Advisement- will assist consumers to understand their options to return to work and keep their Social Security and Medi-Cal/Medicare benefits. CONTRACTOR will provide information about the different work incentives such as; Medicare, Medi-Cal, Medicare Part D, Extended Medicare Coverage, 250% Working Disabled Program, Trial Work Period (TWP), Extended Period of Eligibility, Cessation & Grace Period, Expedited Re-Instatement, Subsidies, Impairment Related Work Expense, PASS plans, Countable Earned Income Calculation (for purposes of SSI)

Student Earned Income Exclusion and 1619(b). CONTRACTOR will write benefits analysis reports for each consumer which outlines consumer's benefits, work incentives, consumers' options to return to work, and keep their benefits.

3. Benefits Support Planning- will allow consumers to become self-sufficient by developing an Independent Living Plan (ILP). The ILP will outline goals, objectives and timelines for activities to be completed.
 4. Benefits Management- will work in collaboration with consumer to design, implement, monitor and evaluate the outcome of the ILP.
- b) Benefits Assistance: CONTRACTOR will assist consumers to gain access to financial and medical benefits and other services for which they may be eligible. CONTRACTOR will assist consumers to complete Medi-Cal applications, Social Security Work Activity Reports, Social Security Request for Waiver of Overpayments and Social Security disability benefits.
 - c) Housing Assistance: CONTRACTOR will provide information about subsidized housing, will assist consumers to complete the housing application, will provide self-advocacy training in how to look for accessible, affordable and available housing, and about removal of architectural barriers.
 - d) Independent Living Skills Training: CONTRACTOR will provide Independent Living Skills training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently.
 - e) Assistive Technology (AT) services: CONTRACTOR will match consumers with available services, vendors, training and potential funding opportunities, and will assist consumers to identify how to acquire, fund, fit, customize, maintain and/or repair AT. Consumers will also have access to CCCIL's Device Lending Library (DLL). DLL allows consumers to try out AT devices. CCCIL has a variety of devices that consumers can borrow such as iPads, laptops and tables.
 - f) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

Goal 2: An estimated total of 25-55 consumers, to include a maximum of 30 duplicated and 25 unduplicated adult and TAY youth, will receive information and referral services each fiscal year during the term of the Agreement.

- a) CONTRACTOR will provide information on a wide range of topics related to disability and connects people to other sources that provide the services they are seeking. CONTRACTOR also provides information to community agencies about how they can make their services more accessible to people with disabilities. CONTRACTOR will provide information about the different federal and state benefits such Unemployment and State Disability Insurance.

- b) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

III. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Admission to the program will be limited to mental health staff, clients/consumers, youth and family members. Screening criteria will be based on the designated funding source.

IV. MEETINGS/COMMUNICATIONS/COLLABORATION

CONTRACTOR shall attend quarterly meetings which will include community based organizations to discuss the following: implementation of the contract; the number and percentage of eligible staff, clients/consumers, youth, and family members recruited and receiving benefit management planning services; completion of consumer satisfaction surveys; contract issues; contract usage and effectiveness; and recommendations for contract modifications. CONTRACTOR will collaborate with Interim, Inc., AVANZA Program and COUNTY Behavioral Health staff to promote benefits assistance services.

CONTRACTOR will communicate with contract monitor on a regular basis, at least quarterly, on the source and type of referrals made to the CCCIL program to assist COUNTY to ensure the most appropriate clients are being referred for services.

V. REPORTING REQUIRMENTS

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes identified in the "Logic Model" document as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and PEI Coordinator. The "Logic Model" document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and COUNTY, as part of the PEI Program Evaluation Reporting process.

VI. AUDIT REQUIREMENTS

CONTRACTOR shall provide COUNTY access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary. COUNTY shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this Agreement and other applicable federal or state statutes and regulations.

VII. PATTERN OF SERVICE

The services provided by the CONTRACTOR under this Agreement cannot be the customary or typical services, but rather, the services must have been modified, adapted, expanded, or reconfigured to provide services to mental health staff, clients/consumers, youth and family members.

VIII. DESIGNATED CONTRACT MONITOR

Cesar Anaya
Behavioral Health Service Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., Building 400, Suite 202
Salinas, CA 93906
(831) 796-1700

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PROGRAM 2

I. IDENTIFICATION OF PROVIDER

Central Coast Center for Independent Living
318 Cayuga Street, Suite 208
Salinas, CA 93901
(831) 757-2968
(831) 757-5549 Fax
www.cccil.org

II. SCOPE OF WORK

A. PROGRAM NARRATIVE

Central Coast Center for Independent Living (CCCIL) is part of a nationwide network of Centers for Independent Living (CIL) - 1 of 28 in California - and is the **only organization on the Central Coast serving people of all ages with all forms of disabilities** in Santa Cruz, Monterey, and San Benito Counties. CCCIL promotes the independence of people with disabilities by supporting their equal and full participation in life. CCCIL provides advocacy, education, and support to people with disabilities, their families, and the community. CCCIL is one of a nationwide network of Centers for Independent Living whose philosophy is that individuals who have disabilities have the right to control their lives and make their own choices.

CCCIL's contract with the County of Monterey for Whole Person Care (WPC) enrollees will provide case management services to consumers who are homeless or chronically homeless using the rapid re-housing model. All WPC enrollees receiving services will be referred to CCCIL from the county WPC program. CCCIL utilizes the Homeless Management Information System (HMIS) and CCCIL databases to track and collect consumer's information and progress notes.

Goal 1 – Rapid Rehousing Access

- a) Rapid rehousing connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance for first and last month's rent and/or security deposits. Because of enrollee personal needs and resources, the tailored packages will likely differ one from another. CCCIL will expense these funds on an as-needed basis and will supplement Housing Access funds with State Emergency Solution Grant funds when available. For the purpose of providing time-limited financial assistance, beginning July 1, 2018 WPC will fund up to \$90,000 per fiscal year, totaling \$315,000 through December 31, 2021, based on allowable itemized receipts. Unused funds from one fiscal year are eligible to roll over to the subsequent fiscal year, pending an approved Contract Amendment.
- b) Housing access fees can additionally prohibit a homeless individual from obtaining housing. These fees may include multiple application fees, utility deposits, payment of outstanding utility bills, pet deposits, and others. While a willing landlord is being sought, a WPC enrollee may need hotel vouchers to avoid exposure that could further exacerbate physical

and mental illness. Hotel vouchers typically are nightly, or in severe cases, weekly, with three extensions available. Beginning July 1, 2018 WPC will fund up to \$47,000 per fiscal year, totaling \$164,500 for such housing access fees through December 31, 2021, based on allowable itemized receipts. Unused funds from one fiscal year are eligible to roll over to the subsequent fiscal year, pending an approved Contract Amendment.

In disbursing Rapid Rehousing Access funds, CCCIL will adhere to applicable IRS regulations and will issue all pertinent forms as may be appropriate.

Goal 2 – Rapid Rehousing and Ready to Rent

- a) CCCIL will assist consumers to identify, apply, and secure affordable housing that will assist WPC enrollees. Case management services will be provided on a one-to-one ratio. CCCIL will assist WPC enrollees to apply for the "set aside voucher" program available through the Housing Authority of Monterey County (HAMC). CCCIL has a memorandum of understanding with HAMC which gives access to these vouchers. Case Managers will work with landlords to facilitate their acceptance of the set aside voucher. Case management services will continue for at least a year after WPC enrollees are housed to ensure consumers have the support and assistance they need to remain housed. CCCIL will provide an estimated maximum total of 152 unique rapid re-housing case management services for WPC enrollees beginning May 1, 2018 through December 31, 2021. Of these, up to 12 unique rapid re-housing case management services for WPC enrollees at a rate of \$2,500 for each unique service from May 1, 2018 to June 30, 2018 (maximum obligation of \$30,000); up to 140 (40 per FY) unique rapid re-housing case management services for WPC enrollees at a rate of \$3,999 for each unique service from July 1, 2018 through December 31, 2021 (maximum obligation of \$559,860).

- b) CCCIL will provide up to 152 WPC enrollees who are housed through Rapid Rehousing with training in Independent Living Skills (ILS). ILS training consists of providing training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently. ILS training will also teach WPC enrollees how to manage their health and live a healthy lifestyle. CCCIL staff have participated in the following training to enhance their skills to work with consumers who are facing a crisis, and who have a mental or physical disability or disabilities: First Aid Mental Health, Motivational Interview, Person Centered, Living Well with a Disability, Individualized Education Plan (IEP), Matter of Balance, SOAR, and certification in specialized brain injuries. CCCIL will provide two, 0.80 FTE case managers certified under the Care Transition Intervention (CTI) Program and Certified Covered Enrollment Counselors. Financial management skill training will assist WPC enrollees to learn how to manage their own money, how to pay their monthly bills, and if needed, will assist consumers to apply for financial benefits such as SSI, SSDI, or GA. WPC enrollees will further receive Individual and System Change Advocacy services. WPC enrollees will learn how to advocate for themselves to protect their rights as an individual and as part of a team. Additionally, WPC enrollees will develop an independent living plan that outlines his/her goals and objectives with timelines. This document is created in conjunction with the case manager and is utilized as a plan that the consumer agrees to work

on with support from his/her case manager. It is reviewed on a monthly basis and is adjusted on an as-needed basis.

- c) Ready to Rent is an evidence-based program requiring a certified instructor to help enrollees be successful in sustaining permanent housing placement. A certified Ready to Rent instructor will provide potential WPC renters with six weeks of one-to-one skill building and educational assistance to learn tenant responsibilities and rights, how to repair credit and overcome legal barriers to renting, how to establish and maintain a reasonable household budget, etc. Ready to Rent graduates will receive a Certificate of Completion that can be used to assure landlords of the ability to remain housed. Funding for Ready to Rent training and materials will be payable on a 1/12th basis up to \$70,000 per fiscal year from July 1, 2018 through December 31, 2021 (maximum obligation of \$245,000). Unused funds from one fiscal year are eligible to roll over to the subsequent fiscal year, pending an approved Contract Amendment.

III. POPULATION TO BE SERVED

The population to be served are Whole Person Care (WPC) enrollees who are referred to CONTRACTOR by WPC staff of the Monterey County Health Department, Public Health Bureau.

IV. MEETINGS/COMMUNICATIONS/COLLABORATION

CONTRACTOR shall attend WPC Social and Clinical monthly meetings that include WPC staff and other partnering community-based organizations to discuss communications between partners, referral processes, and joint efforts. On an invitation-only basis, CCCIL will attend a case manager's meeting to discuss particularly difficult challenges and potential solutions for specific WPC enrollees in the most crucial situations.

V. REPORTING REQUIREMENTS

CONTRACTOR will report monthly program outcomes goal described above, consisting of, at a minimum, individuals served by name, date of birth, and specific service provided to that individual, and other data as mutually agreed upon between CONTRACTOR and the Contract Monitor. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C of AGREEMENT A-13138.

VI. AUDIT REQUIREMENTS

CONTRACTOR shall provide COUNTY staff access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary. COUNTY shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this Agreement and other applicable federal or state statutes and regulations.

VII. DESIGNATED CONTRACT MONITOR

Patricia Zerounian, MPP, MA III
County of Monterey Health Department, Administration Bureau
1270 Natividad Road
Salinas, CA 93906
(831) 755-4583

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EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS**I. PAYMENT TYPES**

Cost Reimbursement (CR) up to the maximum contract amount.

II. PAYMENT RATE

The COUNTY agrees to pay the cost reimbursement rate based on the service rate outlined in the following table and shall be subject to the applicable cost report provisions of this Agreement.

Program 1:

Service Type	Number of Unduplicated Clients Served per FY	AMOUNTS PER FISCAL YEAR					
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Benefits Counseling, Individual Advocacy, Housing assistance, Independent Living Skills and Assistive Technology (AT) Services	65-135	\$133,103	\$133,103	\$133,103	\$133,103	\$133,103	\$133,103
Information and referral services	25-55						
MAXIMUM AMT BILLABLE PER MONTH:		\$11,091.92	\$11,091.92	\$11,091.92	\$11,091.92	\$11,091.92	\$11,091.92
PROGRAM 1 - MAXIMUM COUNTY OBLIGATION:							\$798,618

Program 2:

Service Type	Maximum # of Unduplicated Clients Served per FY	Unit Allowance per Client (or per Period)	PAYMENT AMOUNTS PER FISCAL YEAR / PERIOD					Service Totals
			May 1, 2018 - June 30, 2018	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 (July 1 - Dec. 31, 2021)	
Rapid Re-housing	12	\$2,500	\$30,000					\$30,000
Rapid Re-housing and Support Services	40	\$3,999		\$159,960	\$159,960	\$159,960	\$79,980	\$559,860
Rapid Re-housing Access (First & Last Month Rents/Security Deposits)	75-100	\$90,000		\$90,000	\$90,000	\$90,000	\$45,000	\$315,000
Rapid Re-housing Access (Application Fees, Utility Fees and Back Payments, Pet Deposits, Hotel Vouchers)	40	\$47,000		\$47,000	\$47,000	\$47,000	\$23,500	\$164,500
Rapid Re-housing Access (Ready to Rent Certification)	75-100	\$70,000	(Payable on 1/12th basis)	\$70,000	\$70,000	\$70,000	\$35,000	\$245,000
SUBTOTALS PER FY:			\$30,000	\$366,960	\$366,960	\$366,960	\$183,480	\$1,314,360
PROGRAM 2 - MAXIMUM COUNTY OBLIGATION:							\$1,314,360	

III. PAYMENT CONDITIONS

- A. 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-3, 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-3, 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

- B. 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.
- C. 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.
- D. 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.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter

promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,112,978** for services rendered under this Agreement.

PROGRAM 1		
Fiscal Year / Period	Funding Source	Amount
FY 2016-2017	Mental Health Services Act (MHSA) Community Services and Supports (CSS)	\$133,103
FY 2017-2018	MHSA CSS	\$133,103
FY 2018-2019	MHSA CSS	\$133,103
FY 2019-2020	MHSA CSS	\$133,103
FY 2020-2021	MHSA CSS	\$133,103
FY 2021-2022	MHSA CSS	\$133,103
MAXIMUM COUNTY OBLIGATION:		\$798,618

PROGRAM 2		
Fiscal Year / Period	Funding Source	Amount
May 1, 2018 - June 30, 2018	WPC	\$30,000
FY 2018-2019	WPC	\$366,960
FY 2019-2020	WPC	\$366,960
FY 2020-2021	WPC	\$366,960
FY 2021-22 (July 1 - Dec. 31, 2021)	WPC	\$183,480
MAXIMUM COUNTY OBLIGATION:		\$1,314,360

TOTAL FISCAL YEAR LIABILITY	AMOUNT
FY 2016-2017	\$133,103
FY 2017-2018	\$163,103
FY 2018-2019	\$500,063
FY 2019-2020	\$500,063
FY 2020-2021	\$500,063
FY 2021-2022	\$316,583
TOTAL MAXIMUM LIABILITY:	\$2,112,978

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

V. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, 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 Revenue & Expenditure Summary provided in Exhibit H-2. Only the costs listed in Exhibit H-2 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended Revenue & Expenditure Summary using Exhibit H-2, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. AUTHORITY TO ACT FOR THE COUNTY

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

EXHIBIT G-3: COST REIMBURSEMENT INVOICE FORM

Monterey County Behavioral Health - Cost Reimbursement Invoice Form						
Contractor : Central Coast Center for Independent Living		Invoice Number : <input style="width: 100%;" type="text"/>				
Address Line 1 : 318 Cayuga Street, Suite 208		County PO No.: <input style="width: 100%;" type="text"/>				
Address Line 2 : Salinas, CA 93901		Invoice Period : <input style="width: 100%;" type="text"/>				
Tel. No.: (831) 757-2968		Final Invoice : (Check if Yes) <input style="width: 50px;" type="checkbox"/>				
Fax No.: (831) 757-5549						
Contract Term: July 1, 2016 - June 30, 2022						
BH Division : Behavioral Health		BH Control Number <input style="width: 100%;" type="text"/>				
	Service Description	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount Remaining
	Program 1: Work Incentive Counseling Activities & Independent Living Services					
	Program 1: Information & Referral					
	Program 1 Maximum Amount Billable per Month:	\$11,091.92				
	Total Program 1 Amount per FY 2020-21:	\$133,103.00			\$133,103.00	100%
	Program 2: Rapid Re-housing and Support Services	\$159,960.00			\$159,960.00	100%
	Program 2: Rapid Re-housing Access (1st & last month rents/security deposits)	\$90,000.00			\$90,000.00	100%
	Program 2: Rapid Re-housing Access (App/Utility fees, pet deposits, hotel vouchers)	\$47,000.00			\$47,000.00	100%
	Program 2: Rapid Re-housing Access (Ready to Rent Certification)	\$70,000.00			\$70,000.00	100%
	Program 2 Ready to Rent Certification Maximum Amount Billable per Month:	\$5,833.33				
	Total Program 2 Amount per FY 2020-21:	\$366,960.00			\$366,960.00	100%
TOTALS:	Total Programs 1 and 2 per FY 2020-21:	\$500,063.00			\$500,063.00	100%

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

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

Send to:	Behavioral Health Accounting Office 1270 Natividad Road Salinas, CA 93906 MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment _____ Authorized Signatory	_____ Date
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