

**AMENDMENT NO. 7  
TO MENTAL HEALTH SERVICES AGREEMENT A-12779  
BETWEEN COUNTY OF MONTEREY AND  
DOOR TO HOPE**

**THIS AMENDMENT** is made to the AGREEMENT A-12779 for mental health services by and between **DOOR TO HOPE**, hereinafter “CONTRACTOR”, and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY.”

**WHEREAS**, the COUNTY entered into MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR in the amount of \$13,042,045 for the term of July 1, 2015 to June 30, 2018 for outpatient and residential mental health services;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 1 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR revising EXHIBITS A, B, G, and H for Fiscal Year 2015-16 through Fiscal Year 2017-18;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 2 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR revising EXHIBITS A, B, and G for Fiscal Year 2017-18;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 3 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2018-19;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 4 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR, extending the term of the Agreement for one (1) additional fiscal year and revising EXHIBITS A, B, G and H for Fiscal Year 2019-2020;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 5 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR, revising EXHIBITS A, B, G and H for Fiscal Year 2019-2020;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 6 to MENTAL HEALTH SERVICES AGREEMENT A-12779 with CONTRACTOR, extending the term of the Agreement for one (1) additional fiscal year and revising EXHIBITS A, B, G and H for Fiscal Year 2020-2021; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the following: EXHIBIT A: PROGRAM DESCRIPTION; EXHIBIT B: PAYMENT AND BILLING PROVISIONS; EXHIBIT G: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE; and to incorporate ATTACHMENT 1 to EXHIBIT B .

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

1. EXHIBIT A-7: PROGRAM DESCRIPTION replaces EXHIBITS A-6, A-5, A-4, A-3, A-2, A-1, and A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-7. This EXHIBIT A-7 adds Crisis Services to the Santa Lucia Program to be provided in Fiscal Year 2020-21.
2. EXHIBIT B-7: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-6, B-5, B-4, B-3, B-2, B-1, and B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-7. This EXHIBIT B-7 adds Crisis Services to the Santa Lucia Program, as well as ATTACHMENT 1 to EXHIBIT B-7 consisting of guidance to recipients of the one-time funding available from the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and increases the total Agreement maximum amount for the term July 1, 2015 through June 30, 2021 by \$47,077 for Fiscal Year 2020-21 for a new total Agreement amount of \$ 21,943,638.
3. EXHIBIT G-7: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE replaces EXHIBITS G-6, G-5, G-4, G-3, G-2, G-1, and G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-7. This EXHIBIT G-7 reflects the modifications as referenced above .
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. This Amendment No. 7 shall be effective November 17, 2020.
6. A copy of this AMENDMENT No. 7 shall be attached to the original AGREEMENT executed by the COUNTY on July 9, 2015.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 7 to Agreement A-12779 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
 Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
 Department Head

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

Approved as to Form <sup>1</sup> \_\_\_\_\_  
DocuSigned by:  
*Stacy Saetta*  
C0FCF1B99F444A9  
 County Counsel

Date: 11/2/2020 | 10:30 AM PST

Approved as to Fiscal Provisions<sup>2</sup> \_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8449...  
 Auditor-Controller

Date: 11/2/2020 | 10:32 AM PST

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

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

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

DOOR TO HOPE  
 Contractor's Business Name\*

By: \_\_\_\_\_  
DocuSigned by:  
*Chris Shannon*  
78F50EF362919C7  
 (Signature of Chair, President, or Vice-President)\*  
 Chris Shannon 02:36

Name and Title

Date: 10/29/2020 | 2:28 PM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Denise Felix*  
FE1554FC6B814B7  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Denise Felix CFO

Name and Title

Date: 10/29/2020 | 2:45 PM PDT

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

<sup>1</sup> Approval by County Counsel is required.  
<sup>2</sup> Approval by Auditor-Controller is required  
<sup>3</sup> Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

**EXHIBIT A-7:  
PROGRAM 1 DESCRIPTION**

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**I. IDENTIFICATION OF PROVIDER**

Door to Hope  
130 W. Gabilan Street  
Salinas, CA 93901  
831-758-0181

**II. PROGRAM NARRATIVE: INTEGRATED CO-OCCURRING TREATMENT**

Door to Hope will provide Mental Health Services to eligible youth ages 12 to 17 and to eligible young adults ages 18 to 25 who require outpatient services. The primary focus of the program will be to identify, assess, and treat youth and young adults who have both substance abuse and mental health disorders and who are involved or at risk for involvement in the juvenile justice system and criminal justice system, respectively. Such interventions will stabilize crises, reduce mental health symptomology and substance abuse, improve youth and family functioning, and reduce the possibility of future residential care, hospitalization, and/or incarceration.

Door to Hope will provide outpatient mental health services to eligible youth and young adults and their families. Mental health services refer to those individual, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and family functioning. Service activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy.

ICT is built upon the following foundation:

- home-based service delivery,
- integrated mental health and substance abuse services,
- stage-wise treatment,
- motivational interviewing,
- harm reduction approach, and
- focus on resiliency.

ICT will provide age-specific treatment tracts, separating youth age 12 – 17 years and young adults age 18 – 25 years.

**III. PROGRAM GOALS**

The Integrated Co-occurring Treatment (“ICT”) Program goals of services are:

1. Provide mental health services to eligible youth, young adults and their families;
2. Improve the youth’s and young adult’s overall functioning;
3. Reduce acute mental health and substance abuse symptoms;
4. Improve family functioning; and
5. Reduce need for residential care.

#### **IV. PROGRAM OBJECTIVES**

- A. CONTRACTOR shall provide outpatient Mental Health Services mental health interventions integrated with alcohol and drug treatment programs using evidence-based practices for 100 youth and young adults and their families annually using the “FSP” model.
1. Utilize a holistic approach that is youth centered and family focused.
  2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity. CONTRACTOR will provide and/or arrange for transportation as needed for client and family engagement in treatment.
  3. Services will be provided in the beneficiary’s preferred language. Friends or family members will not be expected to translate.
  4. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
  5. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
  6. Treat adolescents and young adults with serious substance abuse problems in addition to their mental health issues.
  7. Coordinate services in partnership with Behavioral Health and with other County Agencies including Department of Social Services, Juvenile Probation Department, Monterey County Office of Education, and individual Monterey County School Districts and campuses to insure youth continue to attain education credits while involved in treatment.
  8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries’ progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support youth’s mental health and substance use treatment as measured by the utilization of the CANS.
1. Provide collateral parenting sessions to help caregivers understand the unique needs of youth who have been exposed to trauma and are struggling with both mental health and substance abuse conditions to develop successful interventions to support these youth.
  2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health and substance abuse intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in

health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.

1. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
2. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

**V. OUTCOME OBJECTIVES**

- A. 90% of clients will discharge with their treatment goals met or partially met.
  - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills. Youth and young adults served will not commit crimes and/or re-offend while engaged in the program
  - Data Source: CANS
- C. Reduce the level of functional impairment of youth.
  - Data Source: CANS, Avatar EHR
- D. Reduce the volume and level of youth substance use and abuse.
  - Data Source: CANS and Administering an evidence based SUD pre- and post-tests

**VI. TREATMENT SERVICES**

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service

ICT PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS	FY 2018-19 EST. UNITS	FY 2019-20 EST. UNITS	FY 2020-21 EST. UNITS
Case Management	15	01	108,333	57,000	57,000	62,115	75,000	28,774
Mental Health Services	15	10, 30,40, 45, 50	189,813	210,513	210,513	212,287	201,917	207,059

2. **Service Delivery Sites:**  
 Door to Hope  
 150 Cayuga Street, Suite 3  
 Salinas, CA 93901

Services will be provided at Door to Hope’s offices in Salinas and will also be available in the youth’s natural environment, including the home, the youth’s school, and other community sites. As a result of Monterey County’s Shelter In Place Order during the COVID-19 pandemic, telehealth services may also be provided.

3. **Hours of Operation:**

The ICT Program will be available to clients 24/7. Scheduled services will be made available, whenever possible, at the convenience of the adolescent and his/her family.

**VII. POPULATION/FINANCIAL ELIGIBILITY**

All eligible Monterey County residents and youth ages 12 to 25 who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <http://www.dmh.ca.gov/medccc/library.asp>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp> Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

**VIII. SERVICE CHARGE ENTRY, ADMISSION AND DISCHARGES**

The Contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, Client Information System (CSI) Admission and Discharges and all services provided.

**IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

All services will require prior authorization by Monterey County Health Department, Behavioral Health Bureau (BHB). Additionally, all services provided must meet medical necessity and be in accordance with a current treatment plan.

**X. CLIENT DESCRIPTION/CHARACTERISTICS**

Populations served are adolescents, ages 12 to 17 and young adults ages 18 to 25 who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - 1. A significant impairment in an important area of life functioning, or
  - 2. A probability of significant deterioration in an important area of life functioning, or

3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
  2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated).
  3. The condition would not be responsive to physical healthcare-based treatment.
  4. Have a significant co-occurring moderate to severe substance abuse disorder, of either abuse (meets DSM V criteria) or dependence that necessitates intervention.

**XI. LEGAL STATUS**

Voluntary or juvenile dependents and wards.

**XII. REPORTING REQUIREMENTS**

CONTRACTOR shall:

- A. Submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. Collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

**XIII. MEETING/COMMUNICATIONS**

Contractor will meet regularly with the designated Children's BHB Service Manager to monitor progress on client and project outcomes. Contractor will be required to report outcomes data regularly to BHB according to the requirements as set forth by the State Department of Health Care Services (DHCS). BHB will provide to the Contractor the reporting requirements, forms and instructions as required by DHCS and the BHB.

**XIV. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy.D.  
Deputy Director, Children's Services  
Monterey County Behavioral Health Bureau  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170



**EXHIBIT A-7 continued:  
PROGRAM 2 DESCRIPTION**

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**I. IDENTIFICATION OF PROVIDER**

Door to Hope  
130 W. Gabilan Street  
Salinas, CA 93901  
831 758-0181

**II. PROGRAM NARRATIVE: MONTEREY COUNTY SCREENING TEAM FOR ASSESSMENT, REFERRAL, AND TREATMENT (“MCSTART”)**

Door to Hope will provide case management and mental health rehabilitation services to eligible infants and children. The primary focus of the program will be to identify, assess, refer, and treat children affected by the broad spectrum of developmental, social/emotional, and neurobehavioral disorders caused by prenatal alcohol/drug exposure and/or early childhood trauma. Such interventions will improve the child’s development, improve the child’s health, promote school readiness, improve family functioning, and reduce the possibility of future residential care, out-of-the-home placement, and/or hospitalization.

MCSTART will provide outpatient mental health services to eligible children and their families. Mental health services refer to those individual, dyadic, family, or group therapies and interventions that are designed to provide reduction of mental disability and improvement and maintenance of functioning consistent with the goals of development, learning, enhanced self-regulation and family functioning. Mental health service activities may include, but are not limited to assessment, plan development, therapy, case management and linkage, rehabilitation, and other collateral therapy. Note: prior to January 2018, medication support services were also included in this program.

**III. PROGRAM GOALS**

- A. Improve the child’s overall functioning, support the child’s parent/caregiver, improve the family’s well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
- B. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
- C. Support and empower the child’s parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child’s mental health functioning.

**IV. PROGRAM OBJECTIVES**

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 200 children ages 0-5 years and up to 50 children ages 6-11 years of age.
  - 1. Utilize a holistic approach that is child centered and family focused.
  - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.

3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
  4. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
  5. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
  6. Address issues specific to foster care, relative families, adoption, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
  7. Coordinate services with other County Agencies including Department of Social Services and Monterey County Office of Education.
  8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
  2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
1. Racial Equity Goal - Reach target level of Latino engagement of 75% or above.
  2. Geographic Equity Goal - Reach target level of South County engagement of 20% or above.

## **V. TREATMENT SERVICES**

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service for Medi-Cal eligible clients ages 0 through 5 years.

MCSTART PROGRAM 0 - 5	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS	FY 2018-19 EST. UNITS	FY 2019-20 EST. UNITS	FY 2020-21 EST. UNITS
Case Management	15	01	336,020	85,320	85,320	100,441	120,815	46,151
Mental Health Services	15	10, 30, 40, 45, 50	120,518	360,766	360,766	380,205	267,900	160,491
Medication Support Services*	15	60	92,716	34,570	12,000	none	none	

2. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service for Medi-Cal eligible clients ages 6 through 11 years.

MCSTART PROGRAM 6 - 11	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS	FY 2018-19 EST. UNITS	FY 2019-20 EST. UNITS	FY 2020-21 EST. UNITS
Case Management	15	01	35,808	40,300	40,300	190,307	54,000	51,937
Mental Health Services	15	10, 30, 40, 45, 50	158,450	196,924	196,924	30,617	134,237	73,414
Medication Support Services*	15	60	19,045	21,600	8,000	none	none	none

\*NOTE: Effective January 2018, Medication Support Services are no longer eligible for reimbursement for this program.

3. **Delivery Site**  
 Door to Hope  
 MCSTART Clinic  
 130 Church Street  
 Salinas, CA 93901

Services will be provided at the MCSTART Clinic in Salinas and will also be available in the child's natural environment, including the home and/or the child's school or daycare. As a result of Monterey County's Shelter In Place Order during the COVID-19 pandemic, telehealth services may also be provided.

4. **Hours of Operation**  
 The MCSTART Clinic will operate five (5) days per week, Monday – Friday from 8:00 AM – 6:00 PM. Home visitation services will be made available, whenever possible, at the convenience of the child and his/her family and will be available by appointment in the evenings and weekends.

## VI. POPULATION/ FINANCIAL ELIGIBILITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the

referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <http://www.dmh.ca.gov/medccc/library.asp>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp> Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

**VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

All services will require prior authorization by Monterey County Health Department Behavioral Health Bureau. Additionally, all services provided must meet medical necessity and be in accordance with a current treatment plan.

**VIII. SERVICE CHARGE ENTRY, ADMISSION AND DISCHARGES**

The Contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, Client Information System (CSI) Admission and Discharges and all services provided.

**IX. CLIENT DESCRIPTION/CHARACTERISTICS**

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria:
  - 1. The focus of the service should be directed to functional impairments related to an Included Diagnosis.
  - 2. Diagnosis of children birth to five will be made using DC: 0-5 and the crosswalk to the DSM and/or ICD.
  
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - 1. A significant impairment in an important area of life functioning, or
  - 2. A probability of significant deterioration in an important area of life functioning, or
  - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
  
- C. Intervention Related Criteria: The Client must have all three:
  - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and

2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated), and
3. The condition would not be responsive to physical healthcare-based treatment.

**X. LEGAL STATUS**

Voluntary or juvenile dependents and wards.

**XI. REPORTING REQUIREMENTS**

CONTRACTOR shall:

- Submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- Collect and report the data on each parent’s progress as measured by the Parenting Stress Index no later than the last day of the following service month.
- Report on each Outcome Objective in Section IV.

**XII. MEETING/COMMUNICATIONS**

Contractor will meet regularly with the designated Children’s Behavioral Health Service Manager to monitor progress on client and project outcomes. Contractor will be required to report outcomes data regularly to MCBHB according to the requirements as set forth by the State Department of Health Care Services (DHCS). MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by DHCS and the MCBHB.

**XIII. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy.D.  
Deputy Director, Children’s Services  
Monterey County Behavioral Health Bureau  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170

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**EXHIBIT A-7, continued:  
PROGRAM 3 DESCRIPTION**

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**I. IDENTIFICATION OF PROVIDER**

Door to Hope  
130 W. Gabilan St.  
Salinas, CA 93901  
831-758-0181

**II. PROGRAM NARRATIVE: SANTA LUCIA SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)**

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for female youth ages 13-17 with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as “a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved.

**III. PROGRAM GOALS**

The Santa Lucia STRTP goals of services are:

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
- E. Enhance the psychosocial health and development of the child within the context of the client’s families, peer group, and community.

#### **IV. PROGRAM OBJECTIVES**

- A. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
  2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
  3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
  4. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
  5. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC), Individual Education Plan (IEP), or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10<sup>th</sup> revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
  2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
  3. Contractor shall maintain the ability for an annual residential capacity of **18** young women and their families.
- C. CONTRACTOR shall maintain staffing requirements as follows:
1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
  2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
  3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
  4. Ongoing clinical supervision will be provided to practitioners involved in direct service to clients.

5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: [http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS\\_ANSA\\_PSC35.pdf](http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS_ANSA_PSC35.pdf)
  2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
  3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 50. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
  4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
  5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
  2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
  3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
  4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.



- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
  2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
  3. Provide notification to COUNTY of any hospitalization.

## V. OUTCOME OBJECTIVES

- A. Reduce the level of functional impairment of child or youth
- Data Source: CANS Data and Ohio Scales Data
- B. Reduce hospitalizations
- Data Source: CONTRACTOR's AVATAR Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Reduce the volume and level of youth substance use and abuse. Youth and young adults served will not commit crimes and/or re-offend while engaged in the program.
- Data Source: CANS and Administration of an evidence based SUD pre and post-tests, as measured by negative toxicology screens and a 10 point or more drop on the problem severity scale of the Ohio Scales taken at the time of admission and at 3-month intervals during the treatment episode.
- D. Timely return to lower level of care
- Data Source: CONTRACTOR's AVATAR EHR to report length of stay and successful program completion and graduation with at least 80% of admissions.

## VI. TREATMENT SERVICES

1. Modes of Service, Service Function Codes (SFC) and Contracted Units of Service:

SANTA LUCIA PROGRAM	MODE	SFC	FY 2015-16 EST. UNITS	FY 2016-17 EST. UNITS	FY 2017-18 EST. UNITS	FY 2018-19 EST. UNITS	FY 2019-20 EST. UNITS	FY 2020-21 EST. UNITS
Case Management	15	01	34,199	23,378	23,378	24,229	33,000	53,479
Mental Health Services	15	10, 30, 40, 45, 50	129,778	167,258	167,258	153,585	146,789	194,312
Medication Support	15	60	n/a	n/a	n/a	n/a	n/a	5,400
Crisis Services	15	70	n/a	n/a	n/a	n/a	n/a	1,000

2. **Service Delivery Site:**

DOOR TO HOPE / Monterey County Mental Health Services Agreement A-12779  
 FY 2020-21  
 Amendment No. 7

Santa Lucia Program  
1929 Oxford Court  
Salinas, CA 93906

3. **Hours of Operation:**

The Santa Lucia Program operates 24 hours a day, 7 days a week.

**VII. TARGET POPULATION/FINANCIAL ELIGIBILITY**

All eligible Monterey County adolescent female youth age 13-17 who have full-scope Medi-Cal and who have been authorized and referred through the County IPC, or any youth placed through the IEP process by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <http://www.dmh.ca.gov/medccc/library.asp>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: <https://www.medi-cal.ca.gov/Eligibility/Login.asp> Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

**VIII. SERVICE CHARGE ENTRY, ADMISSION AND DISCHARGES**

The Contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, Client Information System (CSI) Admission and Discharges and all services provided.

**IX. LIMITATION OF SERVICE / PRIOR AUTHORIZATION**

- A. Referrals of Admission. Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.
- B. Emergency Placement Admission. CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACTOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

- C. Presumptive Transfer Admission. CONTRACTOR must ensure that all Presumptive Transfer documentation has been received by County for out of county Medi-Cal beneficiaries prior to placement in the STRTP. CONTRACTOR shall ensure that IPC approval for STRTP level of care has been obtained for Presumptive Transfer youth. CONTRACTOR will provide copy of approval to County. CONTRACTOR shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The CONTRACTOR will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.
- D. Service Authorization. Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication Support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

**X. CLIENT DESCRIPTION/CHARACTERISTICS**

The population served are adolescent females, ages 13 to 17 years of age, with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

- a. Severe acting out episodes
- b. History of self-destructive behavior
- c. Catastrophic reactions to everyday occurrences and/or
- d. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- 1. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- 2. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - a. A significant impairment in an important area of life functioning, or
  - b. A probability of significant deterioration in an important area of life functioning, or
  - c. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- 3. Intervention Related Criteria: The Client must have all 3:
  - a. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
  - b. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as

individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated), and,

- c. The condition would not be responsive to physical healthcare-based treatment.

**XI. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.).

**XII. REPORTING REQUIREMENTS**

CONTRACTOR shall:

- A. Complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month;
- B. Submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
  1. Total number of children/youth served
  2. Number of CFT meetings attended per quarter
  3. Number of children/youth who have returned to lower levels of care
- C. Report on each Outcome Objective in Section V.

**XIII. MEETING/COMMUNICATIONS**

Contractor will meet regularly with the designated Children’s Behavioral Health Service Manager to monitor progress on client and project outcomes. Contractor will be required to report outcomes data regularly to Monterey County Behavioral Health Bureau (MCBHB) according to the requirements as set forth by the State Department of Health Care Services (DHCS). MCBHB will provide to the Contractor the reporting requirements, forms and instructions as required by DHCS and the MCBHB.

**XIV. DESIGNATED CONTRACT MONITOR**

Liz A. Pérez-Cordero, Psy.D.  
Licensed Psychologist  
Behavioral Health Services Manager–Children’s Services  
Family Assessment Support and Treatment Programs  
1000 South Main Street, Suite 210B  
Salinas, CA 93901  
(831) 755-8430

**EXHIBIT B-7:  
PAYMENT AND BILLING PROVISIONS**

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**I. PAYMENT TYPES**

Provisional Rates, Cash Flow Advance (Fiscal Year 2019-20 only) and One-Time Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) Funding.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-7 is contingent upon COUNTY authorized admission and service, and CONTRACTOR’S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATES**

**A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA)**

Case Management (CM), Mental Health Services (MHS), and Medication Support (MS) 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-7.

See the following pages for Provisional Rates, Cash Flow Advance, One-Time “CARES Act” Funding, Funding Sources Tables and Match Requirements.

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The total program services will be paid in arrears, not to exceed the CMA rates for a total maximum of **\$21,855,170** for **FY 2015-16 through FY 2020-21**.

<b>Door To Hope: Provisional Rates for FY 2015-16</b>							
<b>Service Description</b>	<b>Avatar Program Code &amp; Description</b>	<b>Mode of Service</b>	<b>Service Function Code</b>	<b>FY 2015-16 Units of Service (est.)</b>	<b>Estimated Total CMA Rate per Unit of Service FY 2015-16</b>		<b>Estimated Total FY 2015-16</b>
Families First & Foremost – CM & MHS	CCCSOC: DTH Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	01	75,029	CM	2.27	170,316
			10, 30, 45	108,741	MHS	2.93	318,611
Integrated Co-Occurring Treatment – CM & MHS	BVCSOCSDV: DTH Co-occurring Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	01	108,333	CM	2.27	245,917
			10, 30, 40, 45	189,813	MHS	2.93	556,153
MCSTART 0-5 – CM, MHS & MS	BUCSOC: DTH MCSTART	15	01	336,020	CM	2.27	762,766
			10, 30, 40, 45	120,518	MHS	2.93	353,119
			60	92,716	MS	5.42	502,521
MCSTART 6-11 – CM, MHS & MS	BUCSOC2: DTH MCSTART 6-11 & BUCSOCDSSES: DTH MCSTART 6-11 DSES	15	01	35,808	CM	2.27	81,283
			10, 30, 40, 45	158,450	MHS	2.93	464,260
			60	19,045	MS	5.42	103,225
Nueva Esperanza – CM & MHS	27CX: DTH Nueva Esperanza	15	01	18,044	CM	2.27	40,959
			10, 30, 40, 45	193,083	MHS	2.93	565,732
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	01-09	34,199	CM	2.27	77,632
			10-19	129,778	MHS	2.93	380,249
<b>SUBTOTAL ANNUAL AMOUNT</b>							<b>\$4,622,743</b>
<b>Less Contractor Match Amount</b>							<b>(\$155,395)</b>
<b>TOTAL MAXIMUM COUNTY ANNUAL AMOUNT FOR FY 2015-16</b>							<b>\$4,467,348</b>

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<b>Door To Hope: Provisional Rates for FY 2016-17</b>							
<b>Service Description</b>	<b>Avatar Program Code &amp; Description</b>	<b>Mode of Service</b>	<b>Service Function Code</b>	<b>FY 2016-17 Units of Service (est.)</b>	<b>Estimated Total CMA Rate per Unit of Service FY 2016-17</b>		<b>Estimated Total FY 2016-17</b>
Families First & Foremost – CM & MHS	CCCSOC: DTH Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	01	21,164	CM	2.27	\$48,042
			10, 30, 45	142,572	MHS	2.93	\$417,736
Integrated Co-Occurring Treatment – CM & MHS	BVCSOCSDV: DTH Co-occurring Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	01	57,000	CM	2.27	129,390
			10, 30, 40, 45	210,513	MHS	2.93	\$616,803
MCSTART 0-5 – CM, MHS & MS	BUCSOC: DTH MCSTART	15	01	85,320	CM	2.27	\$193,676
			10, 30, 40, 45	360,766	MHS	2.93	\$1,057,044
			60	34,570	MS	5.42	\$187,369
MCSTART 6-11 – CM, MHS & MS	BUCSOC2: DTH MCSTART 6-11 & BUCSOCDSSES: DTH MCSTART 6-11 DSES	15	01	40,300	CM	2.27	\$91,481
			10, 30, 40, 45	196,924	MHS	2.93	\$576,987
			60	21,600	MS	5.42	117,072
Nueva Esperanza – CM & MHS	27CX: DTH Nueva Esperanza	15	01	7,449	CM	2.27	\$16,909
			10, 30, 40, 45	160,608	MHS	2.93	\$470,582
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	01-09	23,378	CM	2.27	\$53,068
			10-19	167,258	MHS	2.93	\$490,066
<b>SUBTOTAL ANNUAL AMOUNT</b>							\$4,466,225
<b>Less Contractor Match Amount</b>							(\$140,335)
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR FY 2016-17</b>							<b>\$4,325,890</b>

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<b>Door To Hope: Provisional Rates for FY 2017-18</b>							
<b>Service Description</b>	<b>Avatar Program Code &amp; Description</b>	<b>Mode of Service</b>	<b>Service Function Code</b>	<b>FY 2017-18 Units of Service (est.)</b>	<b>Estimated Total CMA Rate per Unit of Service FY 2017-18</b>		<b>Estimated Total FY 2017-18</b>
Families First & Foremost – CM & MHS	CCCSOC: DTH Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	01	21,164	CM	2.27	\$48,042
			10, 30, 45	142,572	MHS	2.93	\$417,736
Integrated Co-Occurring Treatment – CM & MHS	BVCSOCSVDV: DTH Co-occurring Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	01	57,000	CM	2.27	\$129,390
			10, 30, 40, 45	210,513	MHS	2.93	\$616,803
MCSTART 0-5 – CM, MHS & MS	BUCSOC: DTH MCSTART	15	01	85,320	CM	2.27	\$193,676
			10, 30, 40, 45	360,766	MHS	2.93	\$1,057,044
			60*	12,000	MS	5.42	\$65,040
MCSTART 6-11 – CM, MHS & MS	BUCSOC2: DTH MCSTART 6-11 & BUCSOCDSSES: DTH MCSTART 6-11 DSES	15	01	40,300	CM	2.27	\$91,481
			10, 30, 40, 45	196,924	MHS	2.93	\$576,987
			60*	8,000	MS	5.42	\$43,360
Nueva Esperanza – CM & MHS	27CX: DTH Nueva Esperanza	15	01	7,449	CM	2.27	\$16,909
			10, 30, 40, 45	160,608	MHS	2.93	\$470,582
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	01-09	23,378	CM	2.27	\$53,068
			10-19	167,258	MHS	2.93	\$490,066
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR FY 2017-18</b>							<b>\$4,270,184</b>

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<b>Door To Hope: Provisional Rates for FY 2018-19</b>							
<b>Service Description</b>	<b>Avatar Program Code &amp; Description</b>	<b>Mode of Service</b>	<b>Service Function Code</b>	<b>FY 2018-19 Units of Service (est.)</b>	<b>Estimated Total CMA Rate per Unit of Service FY 2018-19</b>		<b>Estimated Total FY 2018-19</b>
Families First & Foremost – CM & MHS	CCCSOC: DTH Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	01	11,454	CM	2.27	\$26,000
			10, 30, 45	136,860	MHS	2.93	\$401,000
Integrated Co-Occurring Treatment – CM & MHS	BVCSOCSDV: DTH Co-occurring Disorder SD, BVCSOCFSP: DTH Co-occurring Disorder FSP	15	01	62,115	CM	2.27	\$141,000
			10, 30, 40, 45	212,287	MHS	2.93	\$622,000
MCSTART 0-5 – CM & MHS	BUCSOC: DTH MCSTART	15	01	100,441	CM	2.27	\$228,000
			10, 30, 40, 45	380,205	MHS	2.93	\$1,114,000
MCSTART 6-11 – CM & MHS	BUCSOC2: DTH MCSTART 6-11 & BUCSOC2SES: DTH MCSTART 6-11 DSES	15	01	30,617	CM	2.27	\$69,500
			10, 30, 40, 45	190,307	MHS	2.93	\$557,600
Santa Lucia – CM & MHS	CDCSOC: DTH Santa Lucia	15	01-09	24,229	CM	2.27	\$55,000
			10-19	153,584	MHS	2.93	\$450,000
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR FY 2018-19</b>							<b>\$3,664,100</b>

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<b>Door to Hope: Provisional Rates for FY 2019-20</b>							
Service Description	Avatar Program Code & Description	Mode of Service	Service Function Code	FY 2019-20 Units of Service (est.)	Estimated Total CMA per Unit of Service FY 2019-20		Estimated Total FY 2019-20
Parents as Teachers (formerly known as Families First & Foremost)	CCCSOC: DTH Families First and Foremost & CCCSOCAC: DTH Families First Foremost/AC	15	01	1,440	CM	\$ 2.27	\$ 3,269
			10, 30, 45, 50	3,406	MHS	\$ 2.93	\$ 9,980
Integrated Co-Occurring Treatment	BVCSOCFSP: DTH Co-occurring Disorder FSP	15	01	72,526	CM	\$ 2.27	\$ 164,635
			10, 30, 40, 45, 50	195,688	MHS	\$ 2.93	\$ 573,367
MCSTART 0-5	BUCSOC: DTH MCSTART	15	01	143,374	CM	\$ 2.27	\$ 325,459
			10, 30, 40, 45, 50	246,309	MHS	\$ 2.93	\$ 721,685
MCSTART 6-11	BUCSOC2: DTH	15	01	63,782	CM	\$ 2.27	\$ 144,784
	BUCSOC2SES: DTH MCSTART 6-11 DSES		10, 30, 40, 45, 50	120,980	MHS	\$ 2.93	\$ 354,472
Santa Lucia	CDCSOC: DTH Santa Lucia	15	01	34,982	CM	\$ 2.27	\$ 79,410
			10, 30, 40, 45, 50	153,786	MHS	\$ 2.93	\$ 450,592
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR FY 2019-20</b>							<b>\$ 2,827,648</b>

<b>Door to Hope: Provisional Rates for FY 2020-21</b>							
Service Description	Avatar Program Code & Description	Mode of Service	Service Function Code	FY 2020-21 Units of Service (est.)	Estimated Total CMA per Unit of Service FY 2020-21		Estimated Total FY 2020-21
Integrated Co-Occurring Treatment	BVCSOCFSP: DTH Co-occurring	15	01	28,774	CM	\$ 2.27	\$ 65,318
			10, 30, 40, 45, 50	207,059	MHS	\$ 2.93	\$ 606,684
MCSTART 0-5	BUCSOC: DTH MCSTART	15	01	46,151	CM	\$ 2.27	\$ 104,762
			10, 30, 40, 45, 50	160,491	MHS	\$ 2.93	\$ 470,239
MCSTART 6-11	BUCSOC2: DTH MCSTART 6-11 &	15	01	51,937	CM	\$ 2.27	\$ 117,897
	BUCSOC2SES: DTH MCSTART 6-11 DSES		10, 30, 40, 45, 50	73,414	MHS	\$ 2.93	\$ 215,104
Santa Lucia	CDCSOC: DTH Santa Lucia	15	01	53,237	CM	\$ 2.27	\$ 120,848
			10, 30, 40, 45, 50	193,073	MHS	\$ 2.93	\$ 565,704
			60	5,400	MS	\$ 5.42	\$ 29,268
			70	1,000	Crisis	\$ 4.18	\$ 4,180
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR FY 2020-21</b>							<b>\$ 2,300,000</b>

**B. CASH FLOW ADVANCE**

In order to address the financial impact on service delivery during the COVID-19 Pandemic, temporary Cash Flow Advances are available for March 2020 services only for a total maximum of **\$ 41,391** in **FY 2019-20** as follows:

<b>Door to Hope: Cash Flow Advance for FY 2019-20</b>	
<b>Program</b>	<b>Maximum Amount Available</b>
Integrated Co-Occurring Treatment	\$ 12,700
MCSTART 0-5	\$ 12,053
MCSTART 6-11	\$ 16,638
<b>TOTAL MAXIMUM ANNUAL AMOUNT FOR MARCH 2020 ONLY</b>	<b>\$ 41,391</b>

**C. ONE-TIME “CARES” ACT FUNDS – REIMBURSEMENT FOR COVID-19-RELATED EXPENSES**

The Monterey County Board of Supervisors approved the disbursement of Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) funds to help mitigate the cost overruns incurred due to the COVID-19 pandemic for a total maximum amount as follows:

<b>Door to Hope: REIMBURSEMENT for COVID-19 RELATED EXPENSES - 07/01/2020 through 12/30/2020</b>	
<b>TOTAL MAXIMUM ANNUAL AMOUNT of CARES ACT FUNDS</b>	<b>\$ 47,077</b>

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**D. FUNDING SOURCES**

ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2015-16							
PROGRAM	Units of Service	FFP/Medi-Cal	EPSDT	MHSA	Other DSS	Other Contractor Match	Total County Maximum Funding Per Program
Families First & Foremost and Expansion	183,770	\$ 244,464	\$ 195,571	\$ -	\$ 15,000	\$ 33,893	\$ 488,927
Integrated Co-Occurring Treatment	298,147	\$ 240,621	\$ 192,497	\$ 368,952	\$ -	\$ -	\$ 802,069
MCSTART 0-5	549,255	\$ 787,603	\$ 630,083	\$ 79,218	\$ -	\$ 121,502	\$ 1,618,406
MCSTART 6-11	213,303	\$ 324,384	\$ 259,507	\$ 34,877	\$ 30,000	\$ -	\$ 648,768
Nueva Esperanza	211,126	\$ 303,346	\$ 86,866	\$ 196,479	\$ 20,000	\$ -	\$ 606,692
Santa Lucia	163,977	\$ 228,941	\$ 183,152	\$ 45,788	\$ -	\$ -	\$ 457,881
<b>TOTALS</b>	<b>1,619,578</b>	<b>\$ 2,129,358</b>	<b>\$ 1,547,676</b>	<b>\$ 725,314</b>	<b>\$ 65,000</b>	<b>\$ 155,395</b>	<b>\$ 4,622,743</b>
<b>Less Contractor Match Amount</b>							<b>\$ (155,395)</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2015-16</b>							<b>\$ 4,467,348</b>

ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2016-17							
PROGRAM	Units of Service	FFP/Medi-Cal	EPSDT	MHSA	Other DSS	Other Contractor Match	Total County Maximum Funding Per Program
Families First & Foremost and Expansion	163,736	\$ 232,889	\$ 185,691	\$ -	\$ 15,000	\$ 32,198	\$ 465,778
Integrated Co-Occurring Treatment	267,513	\$ 223,858	\$ 179,086	\$ 343,249	\$ -	\$ -	\$ 746,193
MCSTART 0-5	480,656	\$ 704,664	\$ 560,855	\$ 64,434	\$ -	\$ 108,137	\$ 1,438,090
MCSTART 6-11	258,824	\$ 392,770	\$ 314,216	\$ 48,554	\$ 30,000	\$ -	\$ 785,540
Nueva Esperanza	168,057	\$ 243,745	\$ 68,249	\$ 155,497	\$ 20,000	\$ -	\$ 487,490
Santa Lucia	190,636	\$ 271,567	\$ 217,254	\$ 54,313	\$ -	\$ -	\$ 543,134
<b>TOTALS</b>	<b>1,529,422</b>	<b>\$ 2,069,493</b>	<b>\$ 1,525,351</b>	<b>\$ 666,047</b>	<b>\$ 65,000</b>	<b>\$ 140,335</b>	<b>\$ 4,466,225</b>
<b>Less Contractor Match Amount</b>							<b>\$ (140,335)</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2016-17</b>							<b>\$ 4,325,890</b>

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<b>ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2017-18</b>						
<b>PROGRAM</b>	<b>Units of Service</b>	<b>FFP/Medi-Cal</b>	<b>EPSDT</b>	<b>MHSA</b>	<b>Other DSS</b>	<b>Total County Maximum Funding Per Program</b>
Families First & Foremost and Expansion	163,736	232,889	217,889	-	15,000	465,778
Integrated Co-Occurring Treatment	267,513	223,858	179,086	343,249	-	746,193
MCSTART 0-5	458,086	644,722	513,146	157,891	-	1,315,760
MCSTART 6-11	245,224	355,914	284,731	41,183	30,000	711,828
Nueva Esperanza	168,057	243,745	68,249	155,497	20,000	487,490
Santa Lucia	190,636	271,567	217,254	54,313	-	543,134
<b>TOTALS</b>	<b>1,493,252</b>	<b>1,972,695</b>	<b>1,480,355</b>	<b>752,133</b>	<b>65,000</b>	<b>4,270,183</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2017-18</b>						<b>4,270,183</b>

<b>ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2018-19</b>						
<b>PROGRAM</b>	<b>Units of Service</b>	<b>FFP/Medi-Cal</b>	<b>EPSDT</b>	<b>MHSA</b>	<b>Other DSS</b>	<b>Total County Maximum Funding Per Program</b>
Families First & Foremost	148,314	\$ 213,500	\$ 198,500	\$ -	\$ 15,000	\$ 427,000
Integrated Co-Occurring Treatment	274,401	\$ 228,900	\$ 183,120	\$ 350,980	\$ -	\$ 763,000
MCSTART 0-5	480,645	\$ 657,580	\$ 523,380	\$ 161,040	\$ -	\$ 1,342,000
MCSTART 6-11	220,924	\$ 313,550	\$ 247,196	\$ 36,354	\$ 30,000	\$ 627,100
Santa Lucia	177,813	\$ 252,500	\$ 202,000	\$ 50,500	\$ -	\$ 505,000
<b>TOTALS</b>	<b>1,302,097</b>	<b>\$ 1,666,030</b>	<b>\$ 1,354,196</b>	<b>\$ 598,874</b>	<b>\$ 45,000</b>	<b>\$ 3,664,100</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2018-19</b>						<b>\$ 3,664,100</b>

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ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2019-20							
PROGRAM	Units of Service	FFP/Medi-Cal	EPSDT	MHSA	Other DSS	Total County Maximum Funding Per Program	One-Time Cash Flow Advance Payment
Parents as Teachers (formerly Families First & Foremost)	4,846	\$ 6,625	\$ 10,300	\$ -	\$ -	\$ 13,249	\$ -
Integrated Co-Occurring Treatment	268,215	\$ 221,400	\$ 177,120	\$ 339,480	\$ -	\$ 738,000	\$ 12,700
MCSTART 0-5	388,715	\$ 523,572	\$ 418,858	\$ 104,714	\$ -	\$ 1,047,144	\$ 12,053
MCSTART 6-11	188,237	\$ 249,628	\$ 69,896	\$ 150,731	\$ 30,000	\$ 499,256	\$ 16,638
Santa Lucia	179,789	\$ 265,000	\$ 212,000	\$ 53,000	\$ -	\$ 530,000	\$ -
<b>TOTALS</b>	<b>1,029,802</b>	<b>\$ 1,266,225</b>	<b>\$ 888,173</b>	<b>\$ 647,925</b>	<b>\$ 30,000</b>	<b>\$ 2,827,649</b>	<b>\$ 41,391</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2019-20</b>							<b>\$ 2,869,040</b>

ANNUAL MAXIMUM AMOUNT/LIABILITY BY FUNDING SOURCE FOR FY 2020-21							
PROGRAM	Units of Service	FFP/Medi-Cal	EPSDT	MHSA	Other DSS	Total County Maximum Funding Per Program	One-Time CARES Act Funds
Integrated Co-Occurring Treatment	235,833	\$ 201,600	\$ 161,280	\$ 309,120	\$ -	\$ 672,000	
MCSTART 0-5	206,642	\$ 287,500	\$ 230,000	\$ 57,500	\$ -	\$ 575,000	
MCSTART 6-11	125,351	\$ 166,500	\$ 46,620	\$ 89,880	\$ 30,000	\$ 333,000	
Santa Lucia	251,710	\$ 360,000	\$ 288,000	\$ 72,000	\$ -	\$ 720,000	
<b>TOTALS</b>	<b>819,536</b>	<b>\$ 1,015,600</b>	<b>\$ 725,900</b>	<b>\$ 528,500</b>	<b>\$ 30,000</b>	<b>\$ 2,300,000</b>	<b>\$ 47,077</b>
<b>TOTAL MAXIMUM ANNUAL AMOUNT FY 2020-21</b>							<b>\$ 2,347,077</b>

## E. MATCH REQUIREMENTS – FISCAL YEAR 2015-16 & 2016-17 ONLY

### 1. FAMILIES FIRST & FOREMOST (FFF) EXPANSION PROGRAM

CONTRACTOR shall provide a funding match in the amount of **\$33,893** for Fiscal Year 2015-16 and **\$32,198** for Fiscal Year 2016-17 during the term of this Agreement. The match amount will be deducted from the total amount of provisional funds disbursed on a monthly pro-rated basis.

### 2. MCSTART 0 – 5 PROGRAM

CONTRACTOR shall provide a funding match in the amount of **\$121,502** for Fiscal Year 2015-16 and **\$108,137** for Fiscal Year 2016-17 during the term of this Agreement. The match amount will be deducted from the total amount of provisional funds disbursed on a monthly pro-rated basis.

## 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-7, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-7, 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-7, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G-7 Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: [MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

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



specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

## V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$21,943,638** for services rendered under this Agreement.
- B. Maximum Annual Liability:

PROGRAM	FY 2015-16 ANNUAL AMOUNT	FY 2016-17 ANNUAL AMOUNT	FY 2017-18 ANNUAL AMOUNT	FY 2018-19 ANNUAL AMOUNT	FY 2019-20 ANNUAL AMOUNT	FY 2020-21 ANNUAL AMOUNT	AGREEMENT TOTAL BY PROGRAM
Parents As Teachers (formerly Families First & Foremost)	\$ 455,034	\$ 433,580	\$ 465,778	\$ 427,000	\$ 13,249	\$ -	\$ 1,794,641
Integrated Co-Occurring Treatment	\$ 802,069	\$ 746,193	\$ 746,193	\$ 763,000	\$ 750,700	\$ 672,000	\$ 4,480,155
MCSTART 0-5	\$ 1,496,904	\$ 1,329,953	\$ 1,315,760	\$ 1,342,000	\$ 1,059,197	\$ 575,000	\$ 7,118,814
MCSTART 6-11	\$ 648,768	\$ 785,540	\$ 711,828	\$ 627,100	\$ 515,894	\$ 333,000	\$ 3,622,130
Nueva Esperanza	\$ 606,692	\$ 487,490	\$ 487,490	\$ -	\$ -	\$ -	\$ 1,581,672
Santa Lucia	\$ 457,881	\$ 543,134	\$ 543,134	\$ 505,000	\$ 530,000	\$ 720,000	\$ 3,299,149
One-Time CARES Act Funds - July 1 through December 30, 2020						\$ 47,077	\$ 47,077
<b>TOTAL AGREEMENT MAXIMUM COUNTY OBLIGATION PER FISCAL YEAR</b>	<b>\$ 4,467,348</b>	<b>\$ 4,325,890</b>	<b>\$ 4,270,183</b>	<b>\$ 3,664,100</b>	<b>\$ 2,869,040</b>	<b>\$ 2,347,077</b>	<b>\$ 21,943,638</b>

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## **VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal 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-5. Only the costs listed in Exhibit H-5 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H-5, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

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

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

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries 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, 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 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 undertaking 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 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, 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 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, 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, 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 Health Care Services 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-7, 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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**ATTACHMENT 1**

*This Attachment 1 serves as an Addendum to the Exhibit B-7 to the Mental Health Services Standard Agreement A-12779 between the County of Monterey, on behalf of its Health Department, Behavioral Health Bureau, and Door to Hope, Inc., attached hereto, and will have the full force and effect as if set forth within the Agreement.*

The following documents provide guidance to recipients of the one-time funding available from the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”):

Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments, Updated September 2, 2020 (pages 1-8).

Coronavirus Relief Fund, Frequently Asked Questions, Updated as of September 2, 2020 (pages 1-13).

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**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated September 2, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

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<sup>1</sup> On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

*Nonexclusive examples of eligible expenditures*

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures***<sup>3</sup>

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees**

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

#### ***Substantially different use***

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

#### ***Substantially dedicated***

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

### ***Public health and public safety***

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

### ***Not substantially dedicated***

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

### ***Covered benefits***

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

## **Supplemental Guidance on Use of Funds to Cover Administrative Costs**

### ***General***

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

### ***Compliance costs related to the Fund***

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.



**Coronavirus Relief Fund  
Frequently Asked Questions  
Updated as of September 2, 2020<sup>1</sup>**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).<sup>2</sup> Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

**A. Eligible Expenditures**

**1. *Are governments required to submit proposed expenditures to Treasury for approval?***

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

**2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

**3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?***

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

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<sup>1</sup> On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added, and Questions A.34 and A.38 were revised.

<sup>2</sup> The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

**4. *May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

**5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

**6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

**7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

**8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

**9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

**10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

**11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

**12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

**13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

**14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

**15. *May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

**16. *Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contact tracing are eligible.

**17. *To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

**18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

**19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

**20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

**21. *May recipients create a “payroll support program” for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

**22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

**23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

**24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

**25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

**26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

**27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

**28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

**29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

**30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

**31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

**32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

**33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

**34. *May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

**35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

**36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

**37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

**38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

**39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

**40. *May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

**41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

**42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

**43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?***

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

**44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?***



Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

**45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?***

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

**46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?***

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

**47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?***

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

**48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?***

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

**49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?**

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

**50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?**

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

**51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?**

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

**52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?**

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

**53. May Fund recipients incur expenses associated with the safe reopening of schools?**

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student to be eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

**54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?***

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by December 30, 2020. Please see Treasury’s Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

**55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?***

As provided in the Guidance, the “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

**56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?***

NEPA does not apply to Treasury’s administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

**B. Questions Related to Administration of Fund Payments**

**1. *Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

**2. *What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**3. *May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

**4. *May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

**5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

**6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

**7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**8. *Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019.

**10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

**11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

**12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

### Behavioral Health Cost Reimbursement Invoice

<b>Contractor :</b> Door To Hope - Integrated Co-Occuring Treatment (ICT)		<b>Invoice Number :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 1</b>	130 W. Gabilan Street	<b>County PO No.:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 2</b>	Salinas, CA 93901	<b>Invoice Period :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Tel. No.:</b>	(831) 758-0181	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>Fax No.:</b>		
<b>Contract Term:</b> July 1, 2015 - June 30, 2021		

<b>BH Bureau :</b> Mental Health	<b>BH Control Number</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
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Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 21 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301	2.27	28,774					28,774	100.0%	\$ 65,318			\$ 65,318	100.0%
Mental Health Services	15	--	--	2.93	207,059					207,059	100.0%	\$ 606,684	--		\$ 606,684	100.0%
Collateral	15	10	311	2.93	--			--	--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331	2.93	--			--	--	--	--	--		--	--	--
Individual Counseling	15	40	341	2.93	--			--	--	--	--	--		--	--	--
Group Counseling	15	50	351	2.93	--			--	--	--	--	--		--	--	--
Rehabilitation	15	45	381	2.93	--			--	--	--	--	--		--	--	--
Plan Development	15	45	391	2.93	--			--	--	--	--	--		--	--	--
<b>TOTALS</b>					235,833				--	235,833	--	\$ 672,000			\$ 672,000	100.0%

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

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Director of Finance

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ 831-758-0181

<b>Send to:</b>	Behavioral Health Claims Section <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>

Behavioral Health Authorization for Payment	
_____ Authorized Signatory	_____ Date

### Behavioral Health Cost Reimbursement Invoice

<b>Contractor :</b> Door To Hope - MCSTART (0 to 5)	<b>Invoice Number :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 1</b> 130 W. Gabilan Street	<b>County PO No.:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 2</b> Salinas, CA 93901	<b>Invoice Period :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Tel. No.:</b> (831) 758-0181	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>Fax No.:</b>	
<b>Contract Term:</b> July 1, 2015 - June 30, 2021	
<b>BH Bureau :</b> Mental Health	<b>BH Control Number</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 21 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301	2.27	46,151					46,151	100.0%	\$ 104,762			\$ 104,762	100.0%
Mental Health Services	15	--	--	2.93	160,491					160,491	100.0%	\$ 470,239	--		\$ 470,239	100.0%
Collateral	15	10	311	2.93	--			--	--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331	2.93	--			--	--	--	--	--		--	--	--
Individual Counseling	15	40	341	2.93	--			--	--	--	--	--		--	--	--
Group Counseling	15	50	351	2.93	--			--	--	--	--	--		--	--	--
Rehabilitation	15	45	381	2.93	--			--	--	--	--	--		--	--	--
Plan Development	15	45	391	2.93	--			--	--	--	--	--		--	--	--
<b>TOTALS</b>					206,642				--	<b>206,642</b>	--	<b>\$ 574,999</b>			<b>\$ 574,999</b>	100.0%

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

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Director of Finance

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ 831-758-0181

Send to: Behavioral Health Claims Section  
[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

Behavioral Health Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_  
 Date

## Behavioral Health Cost Reimbursement Invoice

<b>Contractor :</b> Door To Hope - MCSTART (6-11)	<b>Invoice Number :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 1</b> 130 W. Gabilan Street	<b>County PO No.:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 2</b> Salinas, CA 93901	<b>Invoice Period :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Tel. No.:</b> (831) 758-0181	<b>Final Invoice :</b> (Check if Yes) <input style="width: 40px; height: 15px; border: 1px solid black;" type="checkbox"/>
<b>Fax No.:</b>	
<b>Contract Term:</b> July 1, 2015 - June 30, 2021	

<b>BH Bureau :</b> Mental Health	<b>BH Control Number</b> <span style="background-color: gray; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
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Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 21 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301	2.27	51,937					51,937	100.0%	\$ 117,897			\$ 117,897	100.0%
Mental Health Services	15	--	--	2.93	73,414					73,414	100.0%	\$ 215,104	--		\$ 215,104	100.0%
Collateral	15	10	311	2.93	--			--	--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331	2.93	--			--	--	--	--	--		--	--	--
Individual Counseling	15	40	341	2.93	--			--	--	--	--	--		--	--	--
Group Counseling	15	50	351	2.93	--			--	--	--	--	--		--	--	--
Rehabilitation	15	45	381	2.93	--			--	--	--	--	--		--	--	--
Plan Development	15	45	391	2.93	--			--	--	--	--	--		--	--	--
<b>TOTALS</b>					125,351				--	125,351	--	\$ 333,000			\$ 333,001	100.0%

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

Signature: _____	Date: _____
Title: _____ Director of Finance	Telephone: _____ 831-758-0181

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

Behavioral Health Authorization for Payment	
_____ Authorized Signatory	_____ Date



## Behavioral Health Cost Reimbursement Invoice

	<b>Invoice Number :</b> _____
<b>Contractor :</b> Door To Hope - Santa Lucia	
<b>Address Line 1</b> 130 W. Gabilan Street	<b>County PO No.:</b> _____
<b>Address Line 2</b> Salinas, CA 93901	
<b>Tel. No.:</b> (831) 758-0181	<b>Invoice Period :</b> _____
<b>Fax No.:</b> _____	
<b>Contract Term:</b> July 1, 2015 - June 30, 2021	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>BH Bureau :</b> Mental Health	<b>BH Control Number</b> _____

Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS FY 21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total FY 21 Annual Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remain of Total Contract Amount
Case Management	15	01	301	2.27	53,237					53,237	100.0%	\$ 120,850			\$ 120,850	100.0%
Mental Health Services	15	--	--	2.93	193,073					193,073	100.0%	\$ 565,706			\$ 565,706	100.0%
Collateral	15	10	311	2.93	--				--	--	--	--		--	--	--
Assessment/Evaluation	15	30	331	2.93	--				--	--	--	--		--	--	--
Individual Counseling	15	40	341	2.93	--				--	--	--	--		--	--	--
Group Counseling	15	50	351	2.93	--				--	--	--	--		--	--	--
Rehabilitation	15	45	381	2.93	--				--	--	--	--		--	--	--
Plan Development	15	45	391	2.93	--				--	--	--	--		--	--	--
Medication Support/Psychiatry	15	60	361	5.42	5,400				--	5,400	100.0%	\$ 29,265			\$ 29,265	
Crisis Services	15	70		4	1,000											
<b>TOTALS</b>					252,710				--	246,310	--	\$ 715,821			\$ 715,821	100.0%

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

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Director of Finance

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ 831-758-0181

Send to: Behavioral Health Claims Section  
[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

Behavioral Health Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date

## Behavioral Health CARES Act Funds Request for Reimbursement

<b>Contractor :</b> Door to Hope	<b>Invoice Number :</b> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1.2em;"></span>
<b>Address Line 1 :</b> 130 W. Gabilan Street	<b>County PO No.:</b> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1.2em;"></span>
<b>Address Line 2 :</b> Salinas, CA 93901	<b>Invoice Period :</b> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1.2em;"></span>
<b>Tel. No.:</b> 831-758-0181	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>Fax No.:</b>	
<b>Contract Term:</b> July 1, 2015 - June 30, 2021	
<b>BH Bureau :</b> Mental Health	<b>BH Control Number</b> <span style="background-color: gray; display: inline-block; width: 50px; height: 1.2em;"></span>

Service Description	Total Maximum Amount of CARES Act Funds 07/01/2020 - 12/30/2020	Total Amount Requested	
Program Expenses Related to COVID-19	\$ 47,077		
<b>TOTAL</b>	<b>\$ 47,077</b>	<b>\$ -</b>	

**PLEASE NOTE: This invoice must be accompanied by justification and back-up records as required by the CARES Act. See Attachment 1 to EXHIBIT B-7 for guidance.**

I certify that the information provided above and on the previously submitted "Certification Form" is to the best of my knowledge, complete and accurate; the requested reimbursement of CARES Act funds will be used to cover necessary expenditures incurred due to the public health emergency with respect to COVID-19.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Director of Finance

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

Send to: Behavioral Health Claims Section <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>	Behavioral Health Authorization for Payment  _____ Authorized Signatory <span style="float: right;">Date</span>
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