AMENDMENT NO. 7
TO ALCOHOL AND OR DRUG SERVICE AGREEMENT A-14020
BY AND BETWEEN
COUNTY OF MONTEREY AND
SUN STREET CENTERS

This **AMENDMENT NO. 7** to Agreement A-14020 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Sun Street Centers**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-14020 dated June 26, 2018 (Agreement); Amendment No. 1 dated October 26, 2018, Amendment No. 2 dated April 11, 2019, Amendment No. 3 dated June 25, 2019, Amendment No. 4 dated October 24, 2019, Amendment No. 5 dated February 1, 2020, Amendment No. 6 dated June 23, 2020 and,

WHEREAS the parties desire to amend the Agreement as specified below;

1. Add Proposition 47 funding to Residential Services Program for FY 2020-21.
2. Add Coronavirus Aid, Relief, and Economic Security (CARES) Act funding for FY 2020-21.
3. Shift UOS and Funds in Drug Medi-Cal and Non Medi-Cal Programs for FY 2020-21.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A-6: PROGRAM DESCRIPTION is replaced by EXHIBIT A-7: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-6 shall be construed to refer to EXHIBIT A-7.

2. EXHIBIT B-6: PAYMENT PROVISIONS is replaced by EXHIBIT B-7: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-7 shall be construed to refer to EXHIBIT B-7.

3. EXHIBIT C: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE is replaced by EXHIBIT C-7: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-7.

4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-14020 are unchanged and unaffected by this Amendment NO. 7 and shall continue in full force and effect as set forth in the Agreement.

5. This Amendment increases the current contract amount of $15,718,624 by $585,785 to a new contract amount of $16,304,410.

6. A copy of this Amendment NO. 7 shall be attached to the original Agreement executed by the County on June 26, 2018.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment NO. 7 to Agreement A-14020 as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form

By: DocuSigned by: Stacy Saetta C0EGE1B99F444A9...

Marina Pantchenko, Deputy County Counsel

Date: 11/2/2020 | 1:57 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...

Gary Giboney, Chief Deputy Auditor/Controller

Date: 11/2/2020 | 2:30 PM PST

Approved as to Liability Provisions

By: _____

Les Girard, Risk Management

Date: _____

Approved as to Content

By: _____

Lucero Robles, Acting Behavioral Health Director

Date: _____

CONTRACTOR

Contractor*

By: DocuSigned by: Anna Foglia D2CE04D3B05246B...

Anna Foglia, Executive Director

Date: 10/27/2020 | 9:29 AM PDT

By: DocuSigned by: Michelle Harris 5DF2056F8FEA444...

Michelle Harris, CFO*

Date: 10/30/2020 | 9:33 AM PDT

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer who has authority to execute this Agreement on behalf of the partnership.
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement

EXHIBIT A-7:
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES

PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3.1 and 3.5)

Program Locations
8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation
Services are provided on a 24-hour 7-day a week basis.
The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

Program Description
CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for men. Residential service currently comprises four (4) "Guestroom/Detox'' beds and thirty-four (34) beds for a total of forty-two (42) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services. Participation in the program is limited by current license to men, 18 years and older. All services provided to clients are bi-lingual English/Spanish.

In general, this Short term (90 day) program will provide the following services:

- Outreach to potential residents and follow-up to former residents;
- Weekly individual and or group counseling;
- Access to bed and personal area in a dorm setting;
- Resident government based on planned interaction and problem-solving;
- Consultation on recovery planning and ancillary needs;
- Scheduled Center meetings, meals, and transportation;
- Support to new residents providing opportunities bolster recovery; and
- Aid to the client, and, community by teaching new values for communal living.

ASAM Service Level Description
CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

Residential Treatment is a non-institutional, non-medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The components of Residential Treatment Services are:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.
Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.

- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

Length of Stay

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. ***Only 2 (two) non-continuous 90-day regimens will be authorized in a one-year period***. The average length of stay for residential services is 30 days. Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days).

Assessment, Referral and Admission

Individuals requesting admission to the Residential Recovery Program shall have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall

include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.
The provider shall include in its policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Physical Examination Requirements

If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant shall review documentation of the of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe efforts made to obtain this documentation in the beneficiary's individual patient record.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

Admission Criteria for Residential Treatment/Withdrawal Management Services

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to HIV + and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
   a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
   b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
   c. Be free from communicable diseases, which require reporting by Title 17, California

Administrative Code, Section 2500

4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above.
5. No person shall be admitted who, on the basis of staff judgment:
   a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
   b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom (Residential Withdrawal Management) when further assessment is needed due to intoxication and/or the individual is experiencing acute symptoms of withdrawal

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services. CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

Service Objectives

1. Provide the following estimated residential services and bed days to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

FY 2018-19	UOS
Residential Services (3.1)	11,500
Residential (3.1) Board and Care	11,500
Residential Services (3.5)	1,350
Residential (3.5) Board and Care	1,350
Residential Service-Case Management	57,045

FY 2019-20	UOS
Residential Services (3.1)	11,175
Residential (3.1) Board and Care	11,175
Residential Services (3.5)	1,630
Residential (3.5) Board and Care	1,630
Residential Service-Case Management	55,633

FY 2020-21	UOS
Residential Services (3.1)	8,940
Residential (3.1) Board and Care	8,940
Residential Services (3.5)	1,304
Residential (3.5) Board and Care	1,304
Residential Service-Case Management	54,507

2. At the time of departure from residential recovery services, **50%** of the residents will be abstinent, self-supporting (able to provide themselves with food, shelter, and clothing) and involved in an on-going program of recovery.

3. At the time of departure from the withdrawal management services, **80 %** of the residents will be referred to on-going recovery services.

4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Matrix Model, Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

Target Population

The Center is designed for men, 18 years and older who are in need of residential alcohol and/or drug treatment services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community.

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

PROGRAM 2: Withdrawal Management (ASAM Level 3.2-WM)

Program Location
8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation
Services are provided on a 24-hour 7-day a week basis.
The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

ASAM Service Level Description
Withdrawal Management (WM) services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber and approved and authorized according to the state of California requirements.
The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth with the counselor to establish a beneficiary meets medical necessity criteria. CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

Withdrawal Management Services will include the following components:

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.

3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.

4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Length of Stay
Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individuals signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

ASAM Service Level
CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

Assessment and Referral
Individuals requesting Residential Withdrawal Management Services may receive an assessment from Behavioral Health Bureau or CONTRACTOR staff. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an Initial Authorization Form from the Behavioral Health Bureau to the CONTRACTOR and an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential withdrawal management services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete

intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential withdrawal management services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed.

Service Objectives:

1. Provide the following estimated 3.2 WM residential services and bed days to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period:

FY 2018-19	UOS
Residential Services (3.2)	1,000
Residential (3.2) Board and Care	1,000

FY 2019-20	UOS
Residential Services (3.2)	972
Residential (3.2) Board and Care	972
Prop 47 Residential Services (3.2)	70
Prop 47 Residential (3.2) Board and Care	70

FY 2020-21	UOS
Residential Services (3.2)	778
Residential (3.2) Board and Care	778

2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.

4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

Target Population
The program is designed for men, 18 years and older. who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to IV drug users.

Fees (for Non/Medi-Cal eligible clients.)
The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

Designated Program Monitor
Andrew B. Heald,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 3: OUTPATIENT SERVICES (ASAM Level 1)

Program Locations 12 Sun Street Salinas, CA 93901
128 E. Alisal Street Salinas, CA 93905
3043 Mac Arthur Blvd. Marina, CA 93933
1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955
641 Broadway St., King City, CA 93930

Service Delivery and Hours of Operation
The program will operate from 8:00 A. M. to 9:00 P. M. Monday through Friday.

Program Description
CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Drug/Medi-Cal eligible adult and adolescent clients. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is

based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

CONTRACTOR shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" when providing youth treatment services, until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website: http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

ASAM Service Level Description

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided in-person or by telephone by a licensed professional, registered or certified counselor in any appropriate setting in the community in accordance with HIPPA and 42 CFR Part 2.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by DHCS, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA). All services provided to clients are bi-lingual English/Spanish.

Contractor shall ensure that its subcontracted DMC-ODS providers provide case management services to beneficiaries receiving outpatient services to coordinate care with ancillary service providers and facilitate transitions between levels of care.

Outpatient services will include the following components:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): Case management services will be provided to the beneficiary for the purpose of coordinating care, for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

Assessment and Referral

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient program services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from

the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient program services.

If a client meets the medical necessity/ASAM criteria for admission into outpatient services and the CONTRACTOR does not have capacity for new referrals to their program, provider shall refer the client to other outpatient service programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of service. Clients who do not receive a referral for a mental health screening prior to arriving at an outpatient facility will be encouraged by the CONTRACTOR to contact the toll-free Behavioral Health Access line for screening and a possible referral for a mental health assessment.
For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, COUNTY and CONTRACTOR will provide referrals to supportive services within the community, including 12-step recovery support groups.
The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed.

Target Population
Access to the Outpatient Services program will be for eligible women, men and youth, who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol and/or drug abuse. CONTRACTOR shall give admission priority to pregnant women HIV + and IV drug users.

Service Objectives

1. Serving up to 400 adults and 78 youth Drug/Medi-Cal eligible clients in each Fiscal Year among the program locations.

Outpatient Services	FY 2018-19 UOS
Adult Outpatient Individual Sessions	37,000
Adult Outpatient Group Sessions	198,630
Youth Outpatient Individual Sessions	7,020
Youth Outpatient Group Sessions	30,420
Family Sessions	1,785
Outpatient Case Management	25,410

Outpatient Services	FY 2019-20 UOS
Outpatient Individual Sessions	118,645
Outpatient Group Sessions	193,255
Family Sessions	21,240
Outpatient Case Management	24,781
MAT Med Support or Physician Time (ODF and IOT)	3,396

Outpatient Services	FY 2020-21 UOS
Outpatient Individual Sessions	94,916
Outpatient Group Sessions	104,604
Family Sessions	6,992
Outpatient Case Management	19,825
MAT Med Support or Physician Time (ODF and IOT)	2,717

Fees (Non/Medi-Cal Eligible Clients)

The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 4: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

Program Location

12 Sun Street
Salinas, CA
(831) 753-6001

128 E. Alisal Street
Salinas, CA 93906
(831) 753-5150

1760 Fremont Blvd, Suite E-1
Seaside, CA 93955
(831) 737-9921

641 Broadway St.
King City, CA 93930
(831) 525-8181

Service Delivery and Hours of Operation
The program will operate from 8:00 A. M. to 9:00 P. M. Monday through Friday.

Program Description
CONTRACTOR provides intensive outpatient treatment (IOT) for men, women and youth who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The IOT Program is a structured recovery program that provides a more intensive delivery of outpatient services to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.

The IOT program requires the participant to attend initial treatment sessions more frequently and followed by a reduced number of sessions as the client remains abstinent and progresses in their recovery. Intensive Outpatient Treatment Services shall include the following elements:

Screening and intake
Individualized assessment & treatment planning
12 Step Referral
Family counseling
Matrix Model
AIDS/HIV education
Parenting education and support
Aftercare
Information/assistance with community-based health/legal/educational/vocational referrals

CONTRACTOR promotes abstinence-based goals while utilizing motivational enhancement and cognitive-behavioral therapy. CONTRACTOR utilizes an interdisciplinary team approach in the provision of recovery services, which includes a clinical supervisor, licensed therapists, certified counselors, peer recovery specialist and parent educators.

ASAM Service Level Description
Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a

minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment for adults and adolescents can be extended when determined to be medically necessary, and in accordance with the individualized treatment plan. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by DHCS, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. All services provided to clients are bi-lingual English/Spanish.

Contractor shall ensure that its subcontracted DMC-ODS providers provide case management services to beneficiaries receiving intensive outpatient services to coordinate care with ancillary service providers and facilitate transitions between levels of care.

CONTRACTOR shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" when providing youth treatment services, until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

Intensive Outpatient services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services (Case Management). The definitions for these components are outlined in pages 40 and 41, Program 3: Outpatient Services.

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring.

Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

Assessment, Referral and Admission
Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA for the Contractor shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

Proposition 47 Referrals- Prop 47 individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

If a client meets the medical necessity/ASAM criteria for admission into intensive outpatient services and the CONTRACTOR does not have capacity for new referrals to their program, provider shall refer the client to other intensive outpatient service programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of service.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, COUNTY and CONTRACTOR will provide referrals to supportive services within the community, including 12-step recovery support groups.

The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

Target Population

Access to the Intensive Outpatient Services program will be for Proposition 47 eligible women and men and eligible women, men and youth who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues. CONTRACTOR shall give admission priority to pregnant women, HIV +and IV drug users.

Service Objectives

The program will:

1. In each Fiscal Year, provide structured intensive outpatient treatment services to a minimum of 222 Adult clients and 112 Adolescent clients.

2. Contractor will provide the following estimated intensive outpatient treatment units to continuously enrolled Drug/Medi-Cal eligible clients:

Service	**FY 2018-19**
Intensive Outpatient Individual-Adults	37,080
Intensive Outpatient Group-Adults	86,520
Intensive Outpatient Individual-Adolescents	18,540
Intensive Outpatient Group-Adolescents	43,260
IOT Case Management	9,060
Prop 47 Intensive Outpatient Individual Sessions	5,400
Prop 47 Intensive Outpatient Group Sessions	11,385
Prop 47 IOT Case Management	3,555

Service	FY 2019-20
Intensive Outpatient Individual Sessions (7/1/19-9/30/19)	2,427
Intensive Outpatient Individual Sessions (10/1/19-6/30/20)	49,448
Intensive Outpatient Group Sessions (7/1/19-9/30/19)	945
Intensive Outpatient Group Sessions (10/1/19-6/30/20)	95,141
Intensive Outpatient Case Management (7/1/19-9/30/19)	919
Intensive Outpatient Case Management (10/1/19-6/30/20)	7,387
Prop 47 Intensive Outpatient Individual Sessions	2,136
Prop 47 Intensive Outpatient Group Sessions	2,325
Prop 47 Intensive Outpatient Case Management	1,070

Service (Cohort-2)	FY 2020-21
Prop 47 Intensive Outpatient Individual Sessions	2,748
Prop 47 Intensive Outpatient Group Sessions	7,516
Prop 47 Intensive Outpatient Case Management	3,159
Outpatient Individual-Adults	38,007
Outpatient Group-Adults	61,286
Outpatient Case Management	19,431

3. Program staff providing services utilize a variety of evidence-based treatment modalities, Social Model, 12-step Facilitation Therapy; Seeking Safety™, Motivational Interviewing, Cognitive Behavioral Therapy, and Matrix Model™.

Fees (Non/Medi-Cal Eligible Clients)
The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director.

Drug Medi-Cal Organized Delivery System Support Services (ODF and IOT and for all DMC Certified sites delivering ODF and IOT services)
Recovery Services
Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries

may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith- based support; vii. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

Assessment and Referral
Individuals requesting Recovery Services need to have completed a treatment program. Service is not to be delivered to individuals who have not completed a treatment program with one of the County's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA for the Contractor shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

Service Objectives: The Program will provide the following services per FY:

1. In FY 2018-19, an estimated: **6,856** units of recovery services (relapse prevention/recovery monitoring) will be provided to Drug Medi-Cal Clients.
   In FY 2019-20, an estimated: **32,034** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Drug Medi-Cal Clients.
   In FY 2020-21, an estimated: **25,627** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Drug Medi-Cal Clients.

2.. In FY 2018-19, an estimated: **95** units of recovery services (relapse prevention/recovery monitoring) will be provided to Prop 47 Clients. Units of service consist of 15-minute increments.
   In FY 2019-20, an estimated: **1,380** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Prop 47 Clients. Units of service

consist of 15-minute increments.
In FY 2020-21, an estimated: **1,380** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Prop 47 Clients. Units of service consist of 15-minute increments.

Case Management:
Monterey County Behavioral Health and it's subcontracted DMC-ODS providers shall provide case management services to all eligible beneficiaries, based on the frequency documented in the treatment plan.

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, housing, vocational, educational, and transition services for reintegration into the community. Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

Assessment and Delivery of Service:
Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of

need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Burau Access Team and/or the CONTRACTOR. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

Physician Consultation Services (Peer-to-Peer):
Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers.

Service Objectives: The Program will provide the following services for FY 2018-19 and FY 2019-20:

1. In FY 2018-19, an estimated: **70** units of service will be available for physician consultation services for Drug-Medi-Cal Clients.
In FY 2019-20, an estimated: **1,020** units (mins) of service will be available for physician consultation services for Drug-Medi-Cal Clients.
In FY 2020-21, an estimated: **816** units (mins) of service will be available for physician consultation services for Drug-Medi-Cal Clients.

2. In FY 2018-19, an estimated: **10** units (mins) of service will be available for physician consultation services for Prop 47 Clients.
In FY 2019-20, an estimated: **150** units (mins) of service will be available for physician consultation services for Prop 47 Clients.
In FY 2020-21, an estimated: **150** units (mins) of service will be available for physician consultation services for Prop 47 Clients.

Designated Program Monitor
Andrew B. Heald,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906

PROGRAM 5: PUEBLO DEL MAR

Program Location
3043 MacArthur
Marina, CA 93933
(831) 582-9461

Program Description
Pueblo del Mar is a transitional housing recovery community located in Fort Ord. This program is explained in detail in the grant provided by Housing and Urban Development (HUD) for the facilities of the Housing Authority of Monterey County (HAMC). These program descriptions are considered instructive for the purposes of this contract.

CONTRACTOR will develop and maintain a recovery community at Pueblo del Mar and coordinate the provision of recovery support services and activities to resident families. The Housing Authority of Monterey County (HAMC) provides housing in 52 two-bedroom units. The Pueblo del Mar program operates under a social model of recovery that uses community values and practices to shape and sustain individual behavior. This is achieved through small group interaction and adherence to community recovery norms expressed in covenants. Recovery support services such as employment training, childcare, life skills training, and 12-Step meetings will be delivered by community agencies and counseling coordinated by CONTRACTOR. Participants may remain up to eighteen (18) months in the program and under certain conditions may be extended an additional six (6) months.

Target Population
The program is available to homeless families that are Temporary Aid to Needy Families (TANF) recipients, or families that qualify as low-income workers, or parents in the process of being reunited with their children. One or both parents must demonstrate completion of a primary recovery program for alcohol or drug addiction, continuous involvement in a 12-step program, and a maximum of ninety (90) days of abstinence from alcohol or drugs. A screening committee and HAMC must approve families.

Description of Services
Staff encourages, advocates, supports and coordinates services as opposed to requiring and control. The purpose is to move the residents from dependence to independence by:

1. Community Support Activities provided under this contract are:
    a. Development and maintenance of a Community Covenant among all resident families that governs behaviors.
    b. Development and maintenance of Community Council, which administers the Covenant that includes processes for conflict resolution.
    c. Advocacy for resident needs and support for personal and community empowerment.

2. Case Coordination Services provided under this contract are:
    a. Development of Family Recovery Plans that are maintained by each family with assistance from staff; such plans outline objectives and tasks for improving family

members' legal, familial, vocational, financial, social, recreational, and spiritual areas of life.

b. Referral and follow-up to resources for medical, financial, vocational, legal, educational, and peer support assistance necessary for personal recovery.

c. Negotiation with other agency case managers is provided as needed to achieve a workable balance of demands on individuals so that barriers to recovery are diminished.

3. The following Recovery Support Services will be provided and/or coordinated:
   a. Self-help groups such as Narcotics Anonymous, Alcoholics Anonymous, Cocaine Anonymous, and other 12-step programs;
   b. Life skills training provided by the Adult School, CSUMB and other agencies;
   c. Resident-run cooperative childcare;
   d. Employment training available with DSS One-Stop;
   e. Transportation available through Monterey-Salinas Transit;
   f. Recreational activities for youth;
   g. Individual and community safety training by Marina Police.

4. Activities for Outside Community Support under this contract are:
   a. Public information services about Pueblo Del Mar.
   b. Linkage with the Housing Authority, the Department of Social Services Agency, and Behavioral Health, to facilitate appropriate referrals to program services.
   c. Outside community activities, including networking and coordination with providers of human services, neighborhood groups, the recovering community, business and civic groups to encourage and facilitate involvement to assist individuals and families in recovery.
   d. Fund raising projects and grants seeking to provide for service and facility augmentation.

Service Objectives

As used in this contract, a "family recovery support day" is defined as a calendar day, which is marked by a Family's residence in Pueblo del Mar. For reporting purposes, a "residence day" will be recorded for each family that has use of a unit by a tenant's lease at 6:00 p.m. of each calendar day. The number of "family recovery support days" provided under this contract is contingent upon the actions of HAMC and DSES. HAMC is responsible for the provision of up to fifty-two (52) residential units.

Minimal occupancy will be thirty-five (35) families. The estimated maximum annual number of Family Recovery Support Days is **12,775** (365 days times 35 families) each FY 2018-19, FY 2019-20 and FY 2020-21.

Program Objectives

1. 50% of the participants will remain alcohol and drug free and complete the program.
2. 65% of the participants who complete the program will transition to permanent housing.
3. 10% of the participants who complete the program will be independent of welfare.
4. 71% of the participants who are in the program will become employed at least part-time, or re-enter school or job training within one year of admission.
5. 50% of participants will increase household income by 10% or more.
6. 75 % of participants will participate in Community Council Activities.
7. Sun Street Centers will provide Behavioral Health Staff a report summarizing program objectives including goal attainment.

Designated Program Monitor

Andrew B. Heald, Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 6: PREVENTION SERVICES (SOUTH COUNTY, PENINSULA and SALINAS REGIONS)

Program Locations

1760 Fremont Blvd. Suite E-1	133 4th St. Suite C	128 East Alisal St.
Seaside, CA 93955	Gonzales, CA 93926	Salinas, CA 93905
(831) 899-6577	(831) 229-4406	(831) 753-5150

Program Description

Sun Street Centers will provide primary prevention services in the South County, Peninsula and Salinas Region of Monterey County and will utilize a work plan that is aligned with and supports the goals and objectives of the Monterey County Strategic Prevention Framework Plan.

The Community Recovery and Resource Center (CRRC) is a non-residential community-based program providing services to persons affected by alcohol and/or other drug related problems. CRRC programs and services are based on the belief that alcohol and other drug problems result from the reciprocal interactions among individuals, families, the community and the social environment. Therefore, the following programs and services are offered at three (3) Community Recovery and Resource Centers described below.

Peninsula Community Recovery and Resource Center offers; community support groups, Peninsula Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, neighborhood empowerment training and Responsible Beverage Service Trainings and Special Event trainings. All services are in English and Spanish.

South County Community Recovery and Resource Center offers; community support groups, South County Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and Spanish.

Salinas Community Recovery and Resource Center offers; community support groups, Salinas Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and Spanish.

Service Objectives:

Work plan strategies for the Peninsula Region will include:

- Planning and assistance with adoption of City and County Social Host laws.
- Impacting the concentrated number of liquor licenses in the city of Marina (as identified as one of the top three areas in the County in the SPF Plan).
- Participate on the Community Action Partnership collaborative, as well as, the Crime Prevention Officers Association of Monterey County.
- Provide Life Skills Training and Gateway Drug Training to parents and High schools, continuation schools and community school youth.
- STEPS program (Safe Teens Empowerment project of Seaside).
- Present at Health Fairs, at local High Schools, Continuation Schools and Community Schools.

Annually, CONTRACTOR will provide the following hours of Peninsula Region Primary Prevention Services:

Prevention Services (Peninsula Region)	**Est. No. of Hours Per Year**
FY 2018-19	3,011
FY 2019-20	3,011
FY 2020-21	3,011

Work plan Strategies for the South County Region will include:

- Sun Street Centers Prevention Staff will assist with adoption of South County City and County Social Host laws.
- Sun Street will be working on the concentrated number of liquor licenses in King City (as identified in the Monterey County SPF Plan).

- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in elementary, middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in all South County Cities from Soledad through King City.
- The Safe Teens Empowerment Project of South County will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of South County Region Primary Prevention Services:

Prevention Services (South County Region)	**Est. No. of Hours Per Year**
FY 2018-19	4,234
FY 2019-20	4,234
FY 2020-21	4,234

Work plan Strategies for the Salinas Region will include:

- Sun Street Centers Prevention Staff will review Social Host laws in the cities of Salinas as well as Prescription Drug Abuse among young adults.
- Sun Street will work on the concentrated number of liquor licenses in Salinas.
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in Salinas.
- The Safe Teens Empowerment Project of Salinas will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of Salinas Region Primary Prevention Services:

Prevention Services (Salinas Region)	Est. No. of Hours Per Year
FY 2018-19	4,152
FY 2019-20	4,152
FY 2020-21	4,152

TRAVEL and Mileage for Prevention Staff:

Eligible travel and mileage expenses shall be reimbursed per the County's Travel and Business Expense Policy.

http://www.in.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

CONTRACTOR must provide a detailed breakdown of authorized expenses.

AOD Prevention Requirements

Prevention services will meet the definition of Primary Prevention as outlined below:

Primary Prevention (source: NNA Contract, Primary Prevention):
Strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic ATOD (alcohol, tobacco and other drug availability), manufacture, distribution, promotion, sales, and use. Primary prevention strategies are directed at individuals not identified to be in need of treatment.

Prevention will address the six CSAP strategies as they pertain to the Monterey County Four Year AOD Prevention Plan and provide primary prevention services as outlined in federal regulations:

Six CSAP Strategies
Based on the identified population, prevention funds are applied to services that offer sustainable results using the six prevention strategies established by the Center for Substance Abuse Prevention (CSAP). They are:

- **Information Dissemination Strategy - Service Code 12**

"This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two." (CFR 96.125, p 514)

- **Education Strategy - Service Code 13**

"This strategy involves two-way communication and is distinguished from the Information Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systemic judgement abilities." (CFR 96.125, p 514)

- **Alternative Strategy - Service Code 14**

"This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances." (CFR 96.125, p 514 & 515)

- **Problem Identification and Referral Strategy - Service Code 15**

"This strategy aims at identification of those individuals who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment." (CFR 96.125, p. 515)

- **Community-Based Process Strategy - Service Code 16**

"This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking." (CFR 96.125, p 515)

- **Environmental Strategy- Service Code 17**

"This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the use of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives." (CFR 96.125, p 515)

Outcomes and Evaluation:
Sun Street Center will provide data, including progress and outcomes on prevention goals and objectives to the County as outlined in their work plans and as requested and/or required to meet PPSDS -Primary Prevention SUD (Substance Use Disorder) Services data reporting requirements.

- Specific goals and objectives outlined in the Monterey County Strategic Prevention Framework Plan and are expressed in the Evaluation Plan by geographic region, including expected results and outcome measurements.
- Specific activities with time lines and measurements will be reported on as outlined in Work Plans to be developed by the COUNTY in coordination with each region.
- All relevant activities will be input to the State of California Cal PPSDS database as outlined by COUNTY Behavioral Health staff.
- Satisfactory level of accomplishment is considered meeting 90% or better of expected goals.

Final evaluation will include a yearly report in a format approved by COUNTY to the Department of Health, Behavioral Health Bureau summing up achievements and obstacles encountered. Questions to be answered will include:

1. Did the project do more or less than what was stated in the work plan?
2. Were the expected outcomes achieved?
3. Did a desired change occur within the community?

PPSDS PREVENTION PROGRAM REPORTING REQUIREMENTS:

CONTRACTOR'S providing alcohol and drug prevention services shall fully participate in the PPSDS- Prevention data collection and submission process and shall meet the timelines as established by the COUNTY. CONTRACTOR shall report prevention services on a weekly basis as services occur and ensure that services meet COUNTY assigned objectives and County/Provider contract deliverables.

Designated Program Monitor

Rose Moreno, MPA, MA III
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4716

PROGRAM 7: OUTREACH AND ENGAGEMENT (HOMELESS POPULATION IN SALINAS)

Program Location
8 Sun Street
Salinas, CA 93901
(831) 753-5145

Program Narrative
Certified Alcohol and Drug Counselor will provide education, intervention and assistance to homeless population in Salinas suffering from alcohol and/or drug abuse. Counselor will be based at treatment facility but will conduct services in the community, outreaching to homeless community at one location in cooperation with other service providers. Services will be conducted on weekly basis by a part time FTE.

Annually, CONTRACTOR will provide the following hours of Salinas Homeless Outreach and Engagement Services:

Outreach and Engagement-Homeless Services	Est. No. of Hours Per Year
FY 2018-19	412
FY 2019-20	412
FY 2020-21	412

Program Goals
The purpose of this service is to make a positive impact in educating and serving the homeless population in Salinas providing guidance and resources towards a long-term choice to enter treatment and achieve sobriety, re-engaging into the general community.

Population/Catchment Area to be Served
Homeless Individuals in the Salinas Area.

Legal Status
Voluntary

Reporting Requirements
CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Department of Health, Behavioral Health Bureau.

Designated Program Monitor
Andrew B. Heald,
Substance Use Disorder Administrator
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 8: Proposition 47 - RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3.1 and 3.5) Cohort-1 and Cohort-2s

Program Location
8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway St.
King City, CA 93930
(831) 525-8181

Hours of Operation
Services are provided on a 24-hour 7-day a week basis.
The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

Program Description
CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for men. Residential service in Salinas currently comprises four (4) "Guestroom/Detox'' beds and thirty-four (34) beds for a total of thirty-eight (38) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services. Participation in the program is limited by current license to men, 18 years and older. All services provided to clients are bi-lingual English/Spanish. King City Residential services are comprised of three (3) "Guestroom/Detox'' beds and 7 residential beds for a total of 10 beds for residents in the primary stage of recovery. CONTRACTOR is applying for licensure and certification for twenty (20) beds in King City with the State of California Department of Health Care Services.

In general, this Short term (90 day) program will provide the following services:

- Outreach to potential residents and follow-up to former residents;
- Weekly individual and or group counseling;
- Access to bed and personal area in a dorm setting;
- Resident government based on planned interaction and problem-solving;
- Consultation on recovery planning and ancillary needs;
- Scheduled Center meetings, meals, and transportation;
- Support to new residents providing opportunities bolster recovery; and
- Aid to the client, and, community by teaching new values for communal living.

ASAM Service Level Description
CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting

has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

Residential Treatment is a non-institutional, non-medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The components of Residential Treatment Services are:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that

includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

Length of Stay
Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. ***Only 2 (two) non-continuous 90-day regimens will be authorized in a one-year period***. The average length of stay for residential services is 30 days. Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days).

Assessment, Referral and Admission
Individuals requesting admission to the Residential Recovery Program shall have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential treatment services are applicable to the offender and

will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services.

Proposition 47 Referrals- Prop 47 individuals requesting admission to the Residential program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

Admission Criteria for Residential Treatment/Withdrawal Management Services

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to HIV + and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
   a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
   b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
   c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
   a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
   b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom (Residential Withdrawal Management) when further assessment is needed due to intoxication and/or the individual is experiencing acute symptoms of withdrawal

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services. CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

Service Objectives

2. Provide the following estimated residential services and bed days to a minimum of 40 continuously enrolled Prop 47 clients per Fiscal Year. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

FY 2018-19 Prop 47 Residential	UOS
Residential Services (3.1)	450
Residential (3.1) Board and Care	450
Residential Services (3.5)	270
Residential (3.5) Board and Care	270
Residential Service-Case Management	8,502

FY 2019-20 Prop 47 Residential	UOS
Residential Services (3.1)	465
Residential (3.1) Board and Care	465
Residential Services (3.5)	227
Residential (3.5) Board and Care	227
Residential Service-Case Management	1,533

Eligible Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
   - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
     a. Has a mental health issue or substance use disorder that limits one or more of their life activities
     b. Has received services for a mental health or substance use disorder
     c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
     d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
    - 93426 Bradley
    - 93450 San Ardo
    - 93451 San Miguel
    - 93925 Chualar
    - 93926 Gonzales
    - 93927 Greenfield
    - 93928 Jolon
    - 93930 King City
    - 93932 Lockwood
    - 93954 San Lucas

Additionally, CONTRACTOR will provide start-up and renovation services to open a Sober Living Environment(s) Program in King City. Contractor shall submit invoices upon completion of each renovation project.

Deliverables and Timeline:

Proposition 47 Sober Living Environment Recovery Services Start-Up /Renovation Deliverables and Timeline					
Task	**Status**	**Assigned To**	**Anticipated Start Dat**	**Anticipated End Dat**	**Actual End Date**
Complete exterier site work, include dumpsters, sidewalks, lanscaping & fencing	In Progress	King City Staff	6/30/2019	Jul-19	
Renovate/construction for Sober Living Appartment 1	WIP	King City Staff	8/1/2019	Dec-19	
Furniture & Supplies for SLE 1	WIP	King City Staff	8/1/2019	Jan-20	
Renovate/construction for Sober Living Appartment 2	WIP	King City Staff	10/1/2019	Dec-19	
Purchase furnature and supplies for SLE 2	WIP	King City Staff	10/1/2019	Jan-20	
Prepare for medi-cal application submission in the Fall of 2019	WIP	King City Staff	Jul-19	Mar-20	

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 9: PROP 47 OUTPATIENT TREATMENT (Cohort-1 and Cohort-2)

Program Location

Program Locations

- 12 Sun Street Salinas, CA 93901

(831) 753-6001

- 128 E. Alisal Street Salinas, CA 93905

(831) 753-5150

- 1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955

(831) 737-9921

- 641 Broadway, King City, CA 93930

(831) 525-8181

Service Delivery and Hours of Operation
The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults).

Program Description
CONTRACTOR will operate and maintain an outpatient drug-free program offering Drug/Medi-Cal services in accordance with applicable State and Federal laws. This program will provide recovery support a minimum of 60 Drug/Medi-Cal eligible adult Proposition 47 clients per year. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

Assessment and Referral
Individuals requesting admission to the Outpatient Program must have an assessment completed by the Behavioral Health Bureau assessment staff. CONTRACTOR may complete an assessment for self-referred clients who are Drug Medi-Cal (DMC) eligible requesting admission to the DMC Outpatient Program. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

Service Objectives
1. Anticipate serving 60 adults among the program locations.
2. Provide the following estimated outpatient units per FY to continuously enrolled Drug/Medi-Cal eligible clients.

Service (Cohort-1)	FY 2018-19
Prop 47 Adult Outpatient Individual Sessions	5,850
Prop 47 Adult Outpatient Group Sessions	20,565
Prop 47 Outpatient-Case Management	7,500

Service (Cohort-1)	FY 2019-20
Prop 47 Adult Outpatient Individual Sessions	20,279
Prop 47 Adult Outpatient Group Sessions	20,526
Prop 47 Outpatient-Case Management	24,922

Service (Cohort-2)	FY 2020-21
Prop 47 Adult Outpatient Individual Sessions	21,393
Prop 47 Adult Outpatient Group Sessions	18,526
Prop 47 Outpatient-Case Management	11,636

Eligible Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs. of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
   - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
     a. Has a mental health issue or substance use disorder that limits one or more of their life activities
     b. Has received services for a mental health or substance use disorder
     c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
     d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
   - 93426 Bradley
   - 93450 San Ardo
   - 93451 San Miguel
   - 93925 Chualar
   - 93926 Gonzales
   - 93927 Greenfield
   - 93928 Jolon
   - 93930 King City
   - 93932 Lockwood
   - 93954 San Lucas

Outcome/ Data Reporting Requirements

Individual participant data will be collected for each Proposition 47 participant. Collected data shall reflect dates, services received and outcome of service delivery. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible

for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

Designated Program Monitor
Andrew B. Heald,
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 10: Proposition 47- Sobering Center
Program Location
119 Capitol Street
Salinas, CA 93901
(831) 272-3983

Program Narrative
Sobering Center Services is designed to administer to the participant's level of intoxication from alcohol and/or other drugs to achieve a safe and supportive short-stay service with qualified staff on site at all times. The Sobering Center is an intervention program which will include accommodations for non-English speakers, the elderly (over 55 years of age), and those with non-traditional gender identification. The total capacity of the facility is 10-12 adults. This is a voluntary 24/7 facility that will receive and release individuals via law enforcement. No walk-ins or unauthorized transport services to the Sobering Center will be allowed. Consumer stay will likely average 4-6 hours, but individuals stays may vary. While it is a goal of this program to eventually engage consumers in follow-up substance use or other necessary services and treatment, this program will be tailored to meet the inebriate's level of commitment to immediate services without an expectation of placement in follow-up treatment programs or additional services.

Program Description
The Contractor will have the primary responsibility for the program, facility, and the transport component of the Sobering Center; this will include the majority of the staffing at the Sobering Center. This partnership, focusing on the safe delivery of Sobering Center Services, will require the CONTRACTOR to develop procedures and policies to ensure that safety of staff and consumers is the highest priority.

The transport component will include a departure van, eventually serving all communities within Monterey County. Law enforcement from several communities will drop "appropriate for services" consumers at the Sobering Center. The CONTRACTOR will be responsible for all departure transport services for all consumers leaving the Sobering Center. Consumers will be placed in follow-up services wherever possible or returned to the community from which they

came.
The Sobering Center provides transportation for consumers up to 16 hours per day.

Target Population
All individuals will be eligible for services if they are adult (18 years and older), residents of Monterey County, have been found to need "a safe place to sleep it off' in the Sobering Center setting and have been appropriately screened as not needing a higher level of services for a particular inebriation episode.

There will be no priority service for any particular city or unincorporated area of Monterey County.

Service Objectives
The program will:

1. Provide structured Sobering Center services to "appropriate for services" consumers in Monterey County.
2. Provider "warm" referrals to appropriate behavioral health and/or substance use service providers.
3. CONTRACTOR will provide services to a minimum of 600 clients per year and a maximum of 1,800 per year.

Admission Criteria
All referred clients must meet the following additional admission criteria:

1. Be age of 18 and older.
2. Be primarily alcohol abuse referrals, including drunk in public and DUI First offenders; secondary use of other drugs will be considered.
3. Be referred by County Sheriff, City of Salinas and other local law enforcement jurisdictions as agreed to by MOU. No self-referrals.

Assessment and Referral
CONTRACTOR will work closely with law enforcement to assure prompt intake to the Sobering Center.

Intake Hours/Hours of Operation:
Intake and/or admission services are available 24 hours a day 7 days a week

Designated Program Monitor
Andrew B. Heald, Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

Proposition 47 Residential and Outpatient Incentives:

Contractor shall provide incentives to Prop 47 clients as follows:

1. An individual participates in an assessment for services provided by Sun Street Centers
    a. $10 gift card per completed assessment
    b. Estimating 220 assessments for the remainder of the grant
2. An individual successfully completes the outpatient program at Sun Street
    a. $25 gift card per successfully completion
    b. Estimating 120 participants for the remainder of the grant
3. An individual successfully completed the residential program at Sun Street
    a. $25 gift card per successful completion
    b. Estimating 80 participants for the remainder of the grant
4. An individual successfully participates in a Prop 47 Focus Group
    a. $10 gift card per successful completion
    b. Estimating up to 20 total participants for the remainder of the grant

Incentives must be documented in the following manner:

- Sun Street will maintain a log of all issued gift cards that includes:
    - What the incentive is (type and amount)
    - The name of the individual that received it
    - The date it was distributed
    - The name of the individual who distributed the incentive
    - The signature of the person receiving it.

Additionally, **CONTRACTOR**, shall provide a copy of the incentives log to the monthly invoice as part of the back-up documentation.

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES

CONTRACTOR'S providing youth treatment services shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:

CONTRACTORs providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORs providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Practice Guidelines FY 2018-19" until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:
https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

Medicaid Managed Care Plan

CONTRACTORs providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:
http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf

Proposition 47 Project Access and Program Records Requirements

CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.

Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and ***will*** require its subcontractors to enforce, these requirements.

Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Information Access for Individuals with Limited English Proficiency
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557
of the Affordable Care Act (45 CFR Part 92), including, but not limited to,
45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

EXHIBIT B-7:
PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.

2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:

A. For Programs 5, 6, 7 and 10, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.

B. CONTRACTOR shall develop a fee schedule in accordance with Section 14.

3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

			FY 2018-19	
Program Number and Title		Units	Rate	Program Total*
5	Pueblo Del Mar	12,775		$136,879
8	Prop 47 Residential Program (3.1)	450	$95.73	$43,079
8	Prop 47 Board and Care (3.1)	450	$30.00	$13,500
8	Prop 47 Residential Program (3.5)	270	$115.08	$31,072
8	Prop 47 Board and Care (3.5)	270	$30.00	$8,100
8	Prop 47 Residential Program Case Management	8,502	$1.97	$16,749
9	Prop 47 Outpatient Treatment Individual Counseling	5,850	$3.14	$18,369
9	Prop 47 Outpatient Treatment Group Counseling	20,565	$3.14	$64,574
9	Case Management	7,500	$1.97	$14,775
4	Prop 47 Intensive OP Treatment (IOT) Individual	5,400	$1.67	$9,018
4	Prop 47 Intensive OP Treatment (IOT) Group	11,385	$1.67	$19,013
4	Prop 47 IOT Case Management	3,555	$1.97	$7,003
	Prop 47 Recovery Services/Relapse Prevention/Recovery Monitoring	95	$42.18	$4,007
10	Prop 47 Sobering Center	1,460	$216.65	$316,309
	Physician Consult (Peer-to-Peer)	10	$83.10	$831
6	Prevention (Peninsula Region)	3,011		$123,207
6	Prevention (South County)	4,234		$139,303
6	Prevention (Salinas)	4,152		$136,955
6	Prevention (Travel)			$15,000
	Proposition 47 Incentives			$7,200
7	Outreach and Engagement (Homeless Population in Salinas)	412		$25,000
	*** Displayed amounts are rounded Sub-Total**			**$1,149,943**

			FY 2019-20	
Program Number and Title		Units	Rate	Program Total*
5	Pueblo Del Mar	12,775		$136,879
8	Prop 47 Residential Program (3.1) (Fee for svc terms 12/31/2019)	465	$98.51	$45,807
8	Prop 47 Board and Care (3.1) (Fee for svc terms 12/31/2019)	465	$30.00	$13,950
8	Prop 47 Withdrawal Management (3.2) (Fee for svc terms 12/31/2019)	70	$123.13	$8,619
8	Prop 47 Withdrawl Management Board and Care (3.2) (Fee for svc terms 12/31/2019)	70	$30.00	$2,100
8	Prop 47 Residential Program (3.5) (Fee for svc terms 12/31/2019)	227	$118.42	$26,881
8	Prop 47 Board and Care (3.5) (Fee for svc terms 12/31/2019)	227	$30.00	$6,810
8	Prop 47 Residential Program Case Management (Fee for svc terms 12/31/2019)	1,533	$2.02	$3,097
9	Prop 47 Outpatient Treatment Individual Counseling	22,393	$3.23	$72,330
9	Prop 47 Outpatient Treatment Group Counseling	20,526	$3.23	$66,300
9	Prop 47 Case Management (ODF)	12,636	$2.02	$25,524
4	Prop 47 Intensive OP Treatment (IOT) Individual Counseling	3,282	$1.72	$5,645
4	Prop 47 Intensive OP Treatment (IOT) Group Counseling	10,358	$1.72	$17,816
4	Prop 47 IOT Case Management	2,159	$2.02	$4,361
	Prop 47 Recovery Services/Relapse Prevention/Recovery Monitoring	1,380	$2.89	$3,988
10	Prop 47 Sobering Center	1,460	$216.65	$316,309
	Prop 47 Physician Consult (Peer-to-Peer)	150	$5.70	$855
6	Prevention (Peninsula Region)	3,011		$123,207
6	Prevention (South County)	4,234		$139,303
6	Prevention (Salinas)	4,152		$136,955
6	Prevention (Travel)			$15,000
	Proposition 47 Incentives			$3,600
7	Outreach and Engagement (Homeless Population in Salinas)	412		$25,000
	*** Displayed amounts are rounded Sub-Total**			**$1,200,336**

			FY 2020-21	
Program Number and Title		Units	Rate	Program Total*
5	Pueblo Del Mar	12,775		$136,879
9	Prop 47 Cohort-2 Outpatient Treatment Individual Counseling	21,393	$3.23	$69,099
9	Prop 47 Cohort-2 Outpatient Treatment Group Counseling	18,526	$3.23	$59,839
9	Prop 47 Cohort-2 Case Management (ODF)	11,636	$2.02	$23,505
4	Prop 47 Cohort-2 Intensive OP Treatment (IOT) Individual Counseling	2,748	$3.23	$8,876
4	Prop 47 Cohort-2 Intensive OP Treatment (IOT) Group Counseling	7,516	$3.23	$24,277
4	Prop 47 Cohort-2 IOT Case Management	3,159	$2.02	$6,381
	Prop 47 Cohort-2 Recovery Services/Relapse Prevention/Recovery Monitoring	1,380	$2.89	$3,988
10	Prop 47 Cohort-2 Sobering Center	1,460	$216.65	$316,309
	Prop 47 Cohort-2 Physician Consult (Peer-to-Peer)	150	$5.70	$855
6	Prevention (Peninsula Region)	3,011		$128,207
6	Prevention (South County)	4,234		$144,303
6	Prevention (Salinas)	4,152		$141,955
	Prop 47 Cohort-2 Incentives			$3,500
7	Outreach and Engagement (Homeless Population in Salinas)	412		$25,000
	*** Displayed amounts are rounded Sub-Total**			**$1,092,973**

Program Title	FY 2018-19				
Proposition 47 Renovation King City Site and Sober Living Environment (SLEs)	Feb-19	Mar-19	Apr-19	May-19	Total Amount
Proposition 47 Funding	$100,000	$100,000	$54,126	$54,126	$308,252
Whole Person Care Funding	$100,000	$100,000	$54,126	$54,126	$308,252
**** Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total***					$616,504

		FY 2018-19	
Program Number and Title		1/12th payment	Total Annual Amount
10	Proposition 47 Sobering Center	$26,358	$316,295
**** Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total***			$316,295

		FY 2019-20	
Program Number and Title		1/12th payment	Total Annual Amount
10	Proposition 47 Sobering Center	$26,358	$316,295
**** Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total***			$316,295

Program Number and Title		FY 2020-21	
		1/12th payment	Total Annual Amount
10	Proposition 47 Sobering Center	$26,358	$316,295
*** Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total**			$316,295

Program Number and Title		FY 2018-19			
		July and August 2018 (Per Month)	September 1-30, 2018	October 2018 thru June 2019 (Per Month)	Total Amount
8	Proposition 47 Residential Services (Start-Up)	$41,970	$200,000	$32,891	$579,959
*** Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total**					$579,959

Program Number and Title		FY 2019-20		
		1/7th payment (per mos)	February thru June (per mos)	Total Annual Amount (July 1, 2019-June 30, 2020)
	Prop 47 Residential Services	$48,330	$26,868	$472,651
*** Displayed amounts are rounded**				$472,651

Program Number and Title		FY 2020-21	
		1/12th payment (per mos)	Total Annual Amount (July 1, 2020-June 30, 2021)
	Prop 47 Residential Services	$40,566	$486,792
*** Displayed amounts are rounded**			$486,792

Program Number and Title	FY 2020-21
	Lump Sum Payment
Prop 47 Residential Services	$350,000

Drug/Medi-Cal

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 20 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

A. For Programs 1, 2, 3, 4 and 9 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
C. COUNTY shall pay the CONTRACTOR the following rates:

			FY 2018-19	
Program Number and Title		Units	Rate	Program Total*
1	Residential Services (3.1)	6,592	$95.73	$631,052
1	Residential Board and Care (3.1)	6,592	$30.00	$197,760
1	Residential Services (3.5)	1,350	$115.08	$155,358
1	Residential Board and Care (3.5)	1,350	$30.00	$40,500
1	Residential Case Management	57,045	$1.97	$112,379
1	Withdrawal Management (3.2)	1,000	$119.66	$119,660
1	Withdrawl Management Board and Care	1,000	$30.00	$30,000
3	Outpatient Individual Counseling	37,000	$3.14	$116,180
3	Outpatient Group Counseling	198,630	$3.14	$623,698
3	Youth Outpatient Individual Counseling	7,020	$3.14	$22,043
3	Youth Outpatient Group Counseling	30,420	$3.14	$95,519
3	Outpatient Case Management	25,410	$1.97	$50,058
3	Family Sessions	1,785	$3.14	$5,605
4	Intensive Outpatient Individual-Adults	37,080	$1.67	$61,924
4	Intensive Outpatient Group-Adults	86,520	$1.67	$144,488
4	Intensive Outpatient Individual-Adolscents	18,540	$1.67	$30,962
4	Intensive Outpatient Group-Adolescents	43,260	$1.67	$72,244
4	Intensive Outpatient Case Management	9,060	$1.97	$17,848
	MAT Med Support or Physician Time	1,436	$83.10	$119,332
	Recovery Services/Relapse Prevention/Recovery Monitoring	6,856	$42.18	$289,186
	Physician Consult (Peer-to-Peer)	70	$83.10	$5,817
	*** Displayed amounts are rounded Sub-Total**			**$2,941,612**

			FY 2019-20	
Program Number and Title		Units	Rate	Program Total*
1	Residential Services (3.1)	11,175	$98.51	$1,100,850
1	Residential Board and Care (3.1)	11,175	$30.00	$335,250
1	Residential Services (3.5)	1,630	$118.42	$193,000
1	Residential Board and Care (3.5)	1,630	$30.00	$48,894
1	Residential Case Management	55,633	$2.02	$112,379
2	Withdrawal Management (3.2)	972	$123.13	$119,683
2	Withdrawl Management Board and Care (3.2)	972	$30.00	$29,160
3	Outpatient Individual Counseling	118,645	$3.23	$383,222
3	Outpatient Group Counseling	193,255	$3.23	$624,215
3	Outpatient Case Management	24,781	$2.02	$50,058
3	Family Sessions	21,240	$3.23	$68,605
4	Intensive Outpatient Individual (7/1/19-9/30/19)	2,427	$3.23	$7,839
4	Intensive Outpatient Individual (10/1/19-6/30/20)	49,448	$1.72	$85,050
4	Intensive Outpatient Group (7/1/19-9/30/19)	945	$3.23	$3,051
4	Intensive Outpatient Group (10/1/19-6/30/20)	95,141	$1.72	$163,643
4	Intensive Outpatient Case Management (7/1/19-9/30/19)	919	$3.23	$2,967
4	Intensive Outpatient Case Management (10/1/19-6/30/20)	7,387	$2.02	$14,922
	MAT Med Support or Physician Time (ODF and IOT)	3,396	$5.70	$19,358
	Recovery Services/Relapse Prevention/Recovery Monitoring	32,034	$2.89	$92,579
	Physician Consult (Peer-to-Peer)	1,020	$5.70	$5,814
	*** Displayed amounts are rounded Sub-Total**			**$3,460,539**

			FY 2020-21	
Program Number and Title		Units	Rate	Program Total*
1	Residential Services (3.1)	8,940	$98.51	$ 880,680
1	Residential Board and Care (3.1)	8,940	$30.00	$ 268,200
1	Residential Services (3.5)	1,304	$118.42	$ 154,400
1	Residential Board and Care (3.5)	1,304	$30.00	$ 39,115
1	Residential Case Management	54,507	$2.02	$ 110,104
2	Withdrawal Management (3.2)	778	$123.13	$ 95,746
2	Withdrawl Management Board and Care (3.2)	778	$30.00	$ 23,328
3	Outpatient Individual Counseling	94,916	$3.23	$ 306,578
3	Outpatient Group Counseling	104,604	$3.23	$ 337,871
3	Outpatient Case Management	19,825	$2.02	$ 40,046
3	Family Sessions	6,992	$3.23	$ 22,584
4	Intensive Outpatient Individual	38,007	$3.23	$ 122,763
4	Intensive Outpatient Group	61,286	$3.23	$ 197,959
4	Intensive Outpatient Case Management	19,431	$3.23	$ 62,762
	MAT Med Support or Physician Time (ODF and IOT)	2,717	$5.70	$ 15,486
	Recovery Services/Relapse Prevention/Recovery Monitoring	25,627	$2.89	$ 74,063
	Physician Consult (Peer-to-Peer)	816	$5.70	$ 4,651
	*** Displayed amounts are rounded Sub-Total**			**$ 2,756,337**

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:

SSC: CARES Act Reimbursement for Covid Related Expenses (07/01/2020-12/30/2020)	Lump Sum Payment
Total Maximum Annual Amount	$247,878

4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, 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 substance abuse treatment and/or alcohol and other drug prevention 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), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. 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, Section 3. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, 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 Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/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 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 C, 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^{th}) day of the month following the month of service. See Section 3, 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 C, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

5. 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 **$16,304,410** for services rendered under this Agreement.

B. Maximum Annual Liability:

SUN STREET CENTER: SUD Agreement		
FY 2018-19 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	**$**	**5,604,313**
FY 2019-20 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	**$**	**5,449,821**
FY 2020-21 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	**$**	**5,250,275**
TOTAL AGREEMENT MAXIMUM LIABILITY	**$**	**16,304,410**

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.

6. 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 Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, 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 and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. 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. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. 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.

F. 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 Drug/Medi-Cal claims, and billing system data.

7. 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.

8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services, CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/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 under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/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 Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/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 Drug/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 Medicaid 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 Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (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. In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 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.

9. 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 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 Non-Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. 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 Non-Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. 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 Drug 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 Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

10. AUTHORITY TO ACT FOR THE COUNTY

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau 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.

Attachment 1

This Attachment 1 will serve as an Addendum to the Exhibit B-7 to the Substance Use Disorder Services Standard Agreement A-14020 between the County of Monterey, on behalf of its Health Department, Behavioral Health Bureau, and Sun Street Center's, 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[1]

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.[2]

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.

[1] 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.
[2] *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[3]

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.[4]
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.

[3] 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.

[4] *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[1]

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").[2] 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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[1] 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.

[2] 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.

EXHIBIT C: COST REIMBURSEMENT INVOICE FORM

Contractor :	Sun Street Centers	Invoice Number :	
Address Line 1	11 Peach Drive	County PO No. :	
Address Line 2	Salinas, CA 93901	Invoice Period :	
Tel. No.:	831.753-5135		
Fax No.:			
Contract Term:	FY 2018-21	Final Invoice :	(Check if Yes)
BH Division :	Substance Use Disorder Services (Residential)		BH Control Number

Service Description	Rate of Reimbursement per Unit	Total Contracted UOS FY 2018-19	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Residential 3.1					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Residential Board and Care-3.1					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Residential 3.5					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Residential Board and Care-3.5					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Residential- Case Management (3.1 and3.5)					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Recovery Services/Relapse Prevention/Recovery Monitoring					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
Physician Consult					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
TOTALS		0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/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: Chief Financial Officer Telephone: _____

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

Behavioral Health Authorization for Payment

Authorized Signatory Date

Behavioral Health
Cash Flow Advance/CARES Act Funds Request

Invoice Number :			
Contractor :	Sun Street Centers		
Address Line 1	11 Peach Drive	**County PO No.:**	
Address Line 2	Salinas, CA 93901		
		Invoice Period :	
Tel. No.:	831-753-5135		
Fax No.:			
Contract Term:	July 1, 2018 - June 30, 2021	**Final Invoice :**	(Check if Yes)
BH Bureau :	SUD		BH Control Number

Service Description	Total Maximum Amount of CARES Act Funds 07/01/2020 - 12/30/2020	Total Amount Requested
SUD Services as Per Agreement A-14020	$ 247,878	
TOTAL	$ 247,878	$ -

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 is, to the best of my knowledge, complete and accurate; the cash flow advance amount requested is in accordance with the Agreement approved for services provided under the provisions of that Agreement. I understand that this is an advance payment and is subject to the year-end cost report settlement process.

Signature: _____ Date: _____

Title: Director of Finance Telephone: _____

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