

**AMENDMENT NO. 3
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15386
BETWEEN COUNTY OF MONTEREY AND
EPICENTER OF MONTEREY**

This Amendment No. 3 to Agreement A-15386 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and **Epicenter of Monterey** (erroneously referred to previously as **The Epicenter LLC**), hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-15386 dated June 22, 2021, Amendment No. 1 dated September 14, 2021, Amendment No. 2 dated May 25, 2022; and,

WHEREAS, The COUNTY and CONTRACTOR erroneously referred to CONTRACTOR as “The Epicenter LLC” in Agreement A-15386 and its two subsequent amendments and the COUNTY and CONTRACTOR acknowledge this error and wish to provide correction; and,

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Add \$40,000 of funding for Program 1: Brilliant Minds in FY 2023-24 to support expanded services.
2. Add \$40,000 of funding for Program 2: LGBTQ+ Network of Affirmative Care in FY 2023-24 for expanded services.
3. Create a new Program 3: Rainbow Connections Innovation Program Supports with a budget of \$85,410 in FY 2023-24.
4. Revise the total maximum Agreement amount to \$710,410 for the term of July 1, 2021 to June 30, 2024

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

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-3: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-3.
2. EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B-2 shall be construed to refer to EXHIBIT B-3.
3. EXHIBIT G: COST REIMBURSEMENT INVOICE FORM is replaced by EXHIBIT G-3: COST REIMBURSEMENT INVOICE FORM. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-3.
4. EXHIBIT H: BUDGET & EXPENDITURE REPORT is replaced by EXHIBIT H-3: BUDGET & EXPENDITURE REPORT. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-3.

5. Replace all references to “The Epicenter LLC” with “**Epicenter of Monterey**” in Agreement A-15386 and Amendments Nos. 1 and 2.
6. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.
7. This AMENDMENT NO. 3 shall be effective October 17, 2023.
8. This Amendment increases the contract amount by \$165,410 for a new contract amount of **\$710,410**.
9. A copy of the Amendment No. 3 shall be attached to the original Agreement executed by the County on June 22, 2021.

(the remainder of page left intentionally blank)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by:
Debra Wilson
 7B741937AA0D41B...
 Contracts/Purchasing Officer
 Date: 9/22/2023 | 2:32 PM PDT

By: _____
 Department Head (if applicable)

Date: _____

By: _____
 Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: DocuSigned by:
Shane Ellen Strong
 6624564F682998F...
 County Counsel
 Date: 9/22/2023 | 11:05 AM PDT

Approved as to Fiscal Provisions²

By: DocuSigned by:
Patricia Ruiz
 E79EF64E57A547D...
 Auditor/Controller
 Date: 9/22/2023 | 1:36 PM PDT

Approved as to Liability Provisions³

By: _____
 Risk Management

Date: _____

CONTRACTOR

EPICENTER OF MONTEREY

By: Contractor's Business Name*
DocuSigned by:
Richelle Santoya
 C060B3887F1514...
 (Signature of Chair, President,
 or Vice-President) *
 Executive Director
 Date: 9/20/2023 | 2:47 PM PDT

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

Date: _____
 Name and Title

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement. ¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions ²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-3: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Epicenter of Monterey (“the Epicenter”)
737 South Main St., Salinas CA 93901
(831) 998-7502

II. PROGRAM DESCRIPTION

Epicenter of Monterey focuses on empowering transition age youth (ages 16 – 24), integrating resources and services, working with the entire community to address the barriers that youth face and create a safe place for all youth to feel supported as they navigate the transition to adulthood.

Epicenter of Monterey model is built upon six pillars that result in a unique, highly effective approach to transforming outcomes for transition-age youth:

1. **Intergenerational Learning:** Young people and older people learn from each other, sharing points of view and wisdom.
2. **Building Community:** Create authentic relationships of support between the community, youth and The Epicenter of Monterey that give youth a place in the community and engages them as leaders outside of the Center.
3. **Youth Leadership & Development:** Young people are coached to share power with adult co-leaders, make decisions, run the Center and serve as peer mentors.
4. **Unique Culture:** Develop a culture that values honest feedback, individuality and opportunities to learn and grow through challenges and successes. Creating a safe space for genuine personal development through risk-taking and self-discovery.
5. **Systems Change:** Challenge communities to build better and more innovative systems to support youth, caregivers and professionals.
6. **Co-Located Staff:** Create a highly functioning, developmentally appropriate service system supported by multi-agency staff teams who are committed to youth-friendly practices.

III. PROGRAM GOALS

1. Increase access to culturally competent and linguistically appropriate services for transition age youth (ages 16 – 24).
2. Creating a safe environment for transition age youth to support their transition into adulthood.
3. Support the development of leadership skills for transition age youth.

IV. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

PROGRAM 1: Brilliant Minds**A. PROGRAM DESCRIPTION**

Brilliant Minds functions as an in-person and virtual drop-in resource services program for transition age youth (ages 16-24), which aims to empower youth as they transition into adulthood. The program offers resources related to the Epicenter's four main pillars of Housing, Employment, Health & Wellness and Education. Through the in-person services offered through the programs, you may visit the center and access resources such as food, clothing, computer and wifi access. Other examples of service offerings include support in filling out job applications, mock interviews, tutoring services, mental health referrals, and assistance with finding housing programs within our community.

B. SCOPE OF WORK

1. CONTRACTOR shall provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.
2. CONTRACTOR shall serve an estimated 250 Monterey County TAY youth per FY.
3. CONTRACTOR shall ensure co-located partners will provide coaching to explore educational placement options, housing options, pathways to physical and emotion wellness and opportunities for employment placement and readiness.
4. CONTRACTOR shall provide safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, nutrition education, promotion and access to behavioral health services and prevention and early intervention through peer-to-peer mentorship and collaboration with other agencies.
5. CONTRACTOR shall work with TAY youth to create goals that move youth forward in housing, education, employment, wellness and permanency continuums. CONTRACTOR will work with youth exiting systems of care to develop a transition plan to bridge youth into the services offered at Epicenter for TAY youth.
6. CONTRACTOR shall make available drop-in and virtual services to all TAY youth at Epicenter of Monterey. The Center shall provide referrals and access to a variety of services that support independent living skills, including peer support, information and referral, food, computer access, job boards, resource connections and connections to a multitude of co-located services that TAY youth may not access otherwise.

7. CONTRACTOR shall increase TAY youths' independent living skills and knowledge in order to reach self-sufficiency through a variety of experiential learning opportunities including workshops, caregiver engagement and special events.
8. CONTRACTOR shall support TAY youth in building their leadership capacity, teach them to advocate on behalf of their needs and encourage them to have a presence in the community.
9. CONTRACTOR'S staff and co-located staff will provide targeted case management to TAY youth who have made progress towards independence by strengthening linkages to the community and accessing available resources.

C. POPULATION OF FOCUS

Monterey County transition age youth (TAY) ages 16 – 24 who are currently transitioning from the various systems of care in Monterey County (Child Welfare System, Mental Health System and Probation System) and other transition age youth (ages 16 – 24) not currently transitioning from and/or connected to a system of care.

D. CONTRACT MONITOR

Raquel Morris
Behavioral Health Service Manager II
1870 N. Main St
Salinas, CA 93906
(831) 386-6814

PROGRAM 2: LGBTQ+ Network of Affirmative Care

A. PROGRAM DESCRIPTION

Currently in Monterey County, there is an increasing trend of HIV infection among young men identifying within the LGBTQ+ or MSM population in Monterey County. Monterey County has not had a dedicated non-government agency doing HIV/AIDS services in our communities since 2009. This program will aid in filling a gap in available services in the community, to deliver information to at-risk persons and communities on preventative measures and treatments; in English and Spanish. The Epicenter is the only non-profit organization in Monterey County that has an LGBTQ+ youth social support component, and will leverage their capacity and operations within the LGBTQ+ Network of Affirmative Care to meet the needs of those with, or at-risk of acquiring, HIV/AIDS.

The Epicenter will reach underserved LGBTQ+ populations with information and utilities that will create greater awareness of HIV and methods of prevention and treatment in easy-to-understand language, intending to lead to building rapport with

the community about our services. Additionally, as part of this program, the Epicenter will compile data about what these targeted communities know and don't know about HIV, whether inclusive sexual health education in local high schools is currently being offered, and how local stakeholders can better serve these underserved LGBTQ+ populations. The Epicenter will then use the community reports and compiled data to determine how to move forward past the 1-year project so the frequency of HIV infection in Monterey County decreases while those who have a positive diagnosis have access to treatment.

B. SCOPE OF WORK

1. CONTRACTOR will work in partnership with Monterey County Behavioral Health (MCBH), youth serving systems and local service providers to increase access for LGBTQ+ TAY youth to welcoming, culturally competent and linguistically appropriate services available through the MCBH Network of Affirmative Care.
2. CONTRACTOR shall perform HIV/AIDS education outreach efforts at LGBTQ+ nightlife events on a monthly basis (12 per year).
3. CONTRACTOR shall perform HIV/AIDS education outreach efforts to college LGBTQ+ student groups on a quarterly basis (4 per year). CONTRACTOR shall conduct one (1) public health event per year in collaboration with local LGBTQ+ organizations to support HIV/AIDS awareness and prevention among relevant stakeholders and communities.
4. CONTRACTOR shall serve an estimated 120 Monterey County youth per FY.
5. CONTRACTOR shall link LGBTQ+ TAY youth in need of mental health services and supports to the MCBH LGBTQ+ Network Navigator.
6. CONTRACTOR shall provide a support group that will meet at least twice monthly in Salinas and monthly in South County to provide social connection and networking opportunities for LGBTQ+ TAY youth.
7. CONTRACTOR shall provide training on LGBTQ+ Resources and Cultivating a LGBTQ+ Friendly Space to various TAY youth serving systems (MCBH, schools, child welfare, juvenile probation) in collaboration with MCBH when requested.
8. CONTRACTOR shall maintain a community LGBTQ+ resource map to include information on accessing MCBH Network of Affirmative Care to be shared with the larger community and updated on an annual basis.
9. CONTRACTOR shall develop a report for MCBH and relevant stakeholders that outlines both LGBTQ+ TAY youth mental health needs and provides a suggested prioritization of services necessary to meet these needs.

10. CONTRACTOR shall develop a report for MCBH and relevant stakeholders that outlines levels and gaps in knowledge regarding HIV/AIDS among the local LGTBQ+ TAY population.
11. CONTRACTOR shall facilitate community dialogue with parents, caregivers and LGBTQ+ TAY youth to explore needs and identify opportunities to create support groups and other types of mental health services for parents/caregivers of LGBTQ+ TAY youth in Monterey County.
13. CONTRACTOR shall provide a Youth Advocate to provide peer-to-peer mentoring for LGBTQ+ transitional age youth in need of support to explore gender identity and sexual orientation.
14. CONTRACTOR shall provide a confidential office space at Epicenter of Monterey for MCBH co-located staff to provide mental health services and supports for identified LGBTQ+ TAY youth.
15. CONTRACTOR shall meet bimonthly with MCBH program staff to discuss utilization of LGBTQ+ Network of Affirmative Care and address any barriers to access MCBH services and supports.
16. CONTRACTOR will support promotion of the LGBTQ+ Network of Affirmative Care and related community offerings through posting information on the Epicenter of Monterey website, on social media accounts when requested, and in community presentations on LGBTQ+ resources within Monterey County.

C. POPULATION OF FOCUS

Monterey County TAY youth ages 16 – 24 identifying or exploring identities as lesbian, gay, bisexual, transgender, and queer (LGBTQ+) in need of mental health services and supports.

D. REPORTING REQUIREMENTS

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

E. CONTRACT MONITOR

Kacey Rodenbush
Behavioral Health Service Manager II
299 12th Street
Marina, CA 93933
(831) 647-7651

PROGRAM 3: Rainbow Connections Innovation Program Supports

A. PROGRAM DESCRIPTION

On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the “Rainbow Connections” Innovation Program. This Innovation Program aims to build capacity among service providers, educators, school administrators, parents, caregivers and other adults serving LGBTQ youth populations in Monterey County, to be able to identify the needs of LGBTQ youth and provide affirming care and service referrals. In addition to promoting interagency communication and collaboration to support improved outcomes for the population of focus, the Rainbow Connection Innovation Program also aims to improve the mental health outcomes and functioning of LGBTQ youth and their families.

Multiple vendors will assist COUNTY in the implementation and evaluation of the Rainbow Connections Innovation Program. The Epicenter will maintain an important role in this project by providing school and community outreach, LGBTQ youth mental health and wellness training and supports in public schools across the county, and facilitating referrals for mental health services for LGBTQ youth and their families.

B. SCOPE OF WORK

1. CONTRACTOR shall provide a Rainbow Connections Wellness Outreach and Engagement Coordinator. The role and responsibilities of this position will include, but not be limited to:
 - a. Conducting regular and routine training and outreach to LGBTQ-affirming student groups and clubs, and at district and community outreach events at schools across all regions of the county, providing information on mental health services and supports available through Rainbow Connections and other LGBTQ resources.
 - b. Leading the Rainbow Connections LGBTQ Youth Wellness Campaign to include facilitation of a county-wide Rainbow Connections LGBTQ Student Wellness Logo contest, ordering of Rainbow Connections promotional materials/swag and distributing at outreach events and school site visits throughout Monterey County

- c. Coordinating and co-facilitating LGBTQ training offerings on LGBTQ Best Practices in collaboration with MCBH at school sites across Monterey County
 - d. Providing training and technical assistance on the establishment and development of Gender Sexuality Alliance (GSA) Clubs and “Be Yourself Clubs”, and managing a county-wide Be Yourself Club/Gender and Sexuality Alliance online registry for public access on The Epicenter website.
 - e. Providing districts, parent(s)/caregiver(s), and community providers with access and linkage to MCBH Continuum of LGBTQ Affirming Care for Learning Communities
 - f. Developing and maintaining content for Rainbow Connection program offerings on The Epicenter website and on social media accounts, advertising program at least once monthly throughout the life of the project.
 - g. Developing, printing, publishing and distributing Rainbow Connections resources and materials that can be used by schools to support LGBTQ youth and allies.
 - h. Facilitating quarterly LGBTQ Professional Learning Community meetings in collaboration with MCBH to maintain and expand partnerships with LGBTQ youth serving agencies and community-based organizations in the tri county area (Monterey, Santa Cruz, and San Benito Counties) and Greater Bay Area, and to build strong networks for information sharing.
 - i. Serving as a resource for the community on best practices, national trends and needs in the areas of identity development, diversity, access, and inclusion.
2. CONTRACTOR shall support the peer / youth engagement component of the Rainbow Connections Innovation Program by leveraging the Epicenter’s existing Queer Youth Trans Collective (QYTC) to support the operations of the Rainbow Connections Youth Advisory Group. This youth advisory group will provide youth in Monterey County with an opportunity to have a voice in the implementation and evaluation of the Rainbow Connection activities. This youth-only group will meet quarterly to bi-annually, as to be determined, and function as a youth-led safe space for participants to share their view and experiences as students and young adults. Youth participation will be encouraged through stipends and events such as a Rainbow Connections logo contest.
3. CONTRACTOR shall participate as part of the Executive Sponsors planning group. Participants in this group are persons holding executive decision-making authority among participating organizations. This group will convene on an ad

hoc basis, while also being continuously informed and engaged on the progress and evaluation made with Rainbow Connections activities. This group will also be kept informed of actions and direction offered by the Rainbow Connections Service Strategy Committee and Rainbow Connections Advisory Group. The function of the Executive sponsors is then to fulfill administrative duties to support or sustain the LGBTQ Network of Affirming care over the term of this Innovation Plan, and ideally beyond.

4. CONTRACTOR shall participate on the Rainbow Connections Service Strategy Committee, which serves as the main oversight body for Rainbow Connections for the purposes of guiding the mission and objectives of this project. Members of the committee include key project staff. This committee will meet monthly to ensure that all collaborative partners involved in the project are implementing training, services and supports as outlined in the project and in accordance with the agreed budget.

C. POPULATION OF FOCUS

Monterey County youth up to age 24 identifying or exploring identities as lesbian, gay, bisexual, transgender, and queer (LGBTQ+) in need of mental health services and supports; and their families.

D. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the MHSA Innovations component regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each month to MCBH's designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

E. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush
Behavioral Health Service Manager II
299 12th Street
Marina, CA 93933
(831) 647-7651

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

Negotiated, Provisional Rates and Cash Flow Advance up to the maximum annual contract amount.

II. PAYMENT RATE

CONTRACTOR shall be reimbursed the following negotiated rates which shall be settled on a quarterly basis to CONTRACTOR's actual costs to provide these services.

PROGRAM 1: Brilliant Minds

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	\$3,750	\$45,000
FY 2022-23	\$5,833.33	\$60,000
FY 2023-24 (July 2023 – Sept. 2023)	\$3,750	\$90,000
FY 2023-24 (Oct. 2023 – June 2024)	\$7,500	
Total Maximum Amount for FY 2021-24		\$195,000

PROGRAM 2: LGBTQ+ Network of Affirmative Care

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	\$3,750	\$45,000
FY 2022-23	\$5,833.33	\$60,000
FY 2023-24 (July 2023 – Sept. 2023)	\$3,750	\$90,000
FY 2023-24 (Oct. 2023 – June 2024)	\$7,500	
Total Maximum Amount for FY 2021-24		\$195,000

PROGRAM 3: Youth Development/Mental Health Support Program

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22 (9/01/21-6/30/22)	\$10,416	\$125,000
FY 2022-23	\$8,333.33	\$120,000

Total Maximum Amount for FY 2021-23	\$245,000
--	------------------

PROGRAM 3: Rainbow Connections Innovation Program Supports

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2023-24 (Oct. 2023 – June 2024)	\$8,541	\$85,410
Total Maximum Amount for FY 2021-24		\$85,410

III. PAYMENT CONDITIONS

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State

funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement. In the event the back-up documentation does not fully justify the amount of the prior month’s payment, COUNTY shall reconcile the subsequent month’s Cash Flow Advance payment.

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

MCHDBHFinance@co.monterey.ca.us

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

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$710,410** for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year	Amount
FY 2021-22	\$215,000
FY 2022-23	\$240,000
FY 2023-24	\$255,410
Total Agreement Amount	\$710,410

- 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.

V. BILLING AND PAYMENT LIMITATIONS

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

are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

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

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

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall

certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health

services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
 - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
 - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the

extent that there is no reimbursement from any public or private sources for such services/activities.

- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

X. AUTHORITY TO ACT FOR THE COUNTY

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

EXHIBIT G-3: COST REIMBURSEMENT INVOICE FORM

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Monterey County Behavioral Health

Contractor :The Epicenter LLC

Address Line 1737 South Main St., Salinas CA 93901

Address Line 2

Tel. No.:(831) 998-7502

Fax No.:

Invoice Number :

County PO No.:

Invoice Period :October 1, 2023 - June 30, 2024

Contract Term:July 1, 2021 - June 30, 2024

BH Division :MHSA - PEI (Programs 1 & 2); MHSA-INN (Program 3)

Final Invoice (Check if Yes)

BH Control Number

Rates of Payment	Term: FY 2023-24	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
PROGRAM 1: Brilliant Minds; Cash Flow Advance amount, 1/3 payment of: \$17,917.67 per month	FY 2023-24 (July-Sept)	85,000.00				
PROGRAM 1: Brilliant Minds; Cash Flow Advance amount, 1/9 payment of: \$17,917.67 per month	FY 2023-24 (Oct-Jun)					
PROGRAM 2: LGBTQ+ Network of Affirmative Care; Cash Flow Advance amount, 1/3 payment of: \$7,916.67 per month	FY 2023-24 (July-Sept)	85,000.00				
PROGRAM 2: LGBTQ+ Network of Affirmative Care; Cash Flow Advance amount, 1/9 payment of: \$7,916.67 per month	FY 2023-24 (Oct-Jun)					
PROGRAM 3: Rainbow Connections Innovation Program Supports; Cash Flow Advance amount, 1/3 payment of: \$16,666.67	FY 2023-24 (July-Sept)	85,410.00				
PROGRAM 3: Rainbow Connections Innovation Program Supports; Cash Flow Advance amount, 1/9 payment of: \$16,666.67	FY 2023-24 (Oct-Jun)					
TOTALS		255,410.00				

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 claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature:_____

Title:_____

Date:_____

Telephone:_____

Send to:

MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____

Date : _____

EXHIBIT H-3: BUDGET AND EXPENDITURE REPORT

AGENCY NAME	
BUDGET AND EXPENDITURE SUMMARY	
For Monterey County - Behavioral Health	
PROGRAM Epicenter of Monterey (Programs 1: Brilliant Minds & Program 2: HIV/AIDS Prevention Address: 737 S Main Street Salinas, CA 93901	
	FY 23-24
A. PROGRAM REVENUES	
Requested Monterey County Funds Program 1	85,000.00
Requested Monterey County Funds Program 2	85,000.00
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	170,000.00
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.	
1 Program Expenditures	
2 Salaries and wages	\$ 104,830.66
3 Payroll taxes & Fees	\$ 10,483.07
4 Employee benefits	\$ 8,386.45
5 Workers Compensation	\$ 2,096.61
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	
7 Temporary Staffing	
8 Flexible Client Spending (please provide supporting documents)	
9 Client Transportation Costs and staff mileage	
10 Employee Travel and Conference	
11 Staff Training	
12 Communication Costs (Phone & Internet)	\$ 1,400.00
13 Utilities	\$ 1,600.00
14 Cleaning and Janitorial	
15 Insurance and Indemnity	\$ 2,000.00
16 Maintenance and Repairs - Buildings	
17 Maintenance and Repairs - Equipment	
18 Printing and Publications (Marketing)	\$ 2,480.00
19 Memberships, Subscriptions and Dues	
20 Office Supplies, postage and Mailing	\$ 543.21
21 Outreach/Gifts/Incentives	\$ 500.00
22 Legal Services (when required for the administration of the County Programs)	
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	
24 Other Professional and Consultant Services (Accounting)	\$ 8,200.00
25 Rent and Leases - building and improvements	\$ 18,000.00
26 Rent and Leases - equipment	
27 Taxes and assessments	
28 Interest in Bonds	
29 Interest in Other Long-term debts	
30 Other interest and finance charges	
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	
32 Miscellaneous (Program Supplies & Food)	\$ 9,480.00
33 Total Program Expenditures	\$ 170,000.00

*Epicenter of Monterey
Amendment No. 3 to Mental Health Services Agreement A-15386
July 1, 2021 through June 30, 2024*

34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.

35	Salaries and wages (please include personnel and contract administration)	
36	Payroll taxes	
37	Employee benefits	
38	Workers Compensation	
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	
40	Transportation, Travel, Training and Conferences	
41	Data Processing	
42	Utilities	
43	Cleaning and Janitorial	
44	Insurance and Indemnity	
45	Maintenance and Repairs - Buildings	
46	Maintenance and Repairs - Equipment	
47	Memberships, Subscriptions and Dues	
48	Office Supplies	
49	Postage and Mailing	
50	Legal Services (when required for the administration of the County Programs)	
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)	
52	Rent and Leases - building and improvements	
53	Rent and Leases - equipment	
54	Taxes and assessments	
55	Interest in Bonds	
56	Interest in Other Long-term debts	-
57	Other interest and finance charges	
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	
59	Miscellaneous (please provide details)	
60	Total Administrative Expenditures	-
61 Depreciation Expense		
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.		
63 Total Allowable Program Expenditures		170,000.00

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

Executive Director's Signature

Date

Finance Director's Signature

Epicenter of Monterey

Amendment No. 3 to Mental Health Services Agreement A-15386

July 1, 2021 through June 30, 2024

AGENCY NAME	
BUDGET AND EXPENDITURE SUMMARY	
For Monterey County - Behavioral Health	
PROGRAM: Rainbow Connections Innovation Program Supports	
Address:	
	FY 23-24
A. <u>PROGRAM REVENUES</u>	\$85,410
Requested Monterey County Funds	\$85,410
Other Program Revenues	
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$85,410
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.	
1 Program Expenditures	
2 Salaries and wages	\$ 45,000.00
3 Payroll taxes & Fees	\$ 4,500.00
4 Employee benefits	\$ 3,600.00
5 Workers Compensation	\$ -
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	
7 Temporary Staffing	
8 Flexible Client Spending (please provide supporting documents)	
9 Client Transportation Costs and staff mileage	
10 Employee Travel and Conference	\$ 1,000.00
11 Staff Training	\$ 1,000.00
12 Communication Costs (Phone & Internet)	\$ 360.00
13 Utilities	\$ 350.00
14 Cleaning and Janitorial	
15 Insurance and Indemnity	\$ 600.00
16 Maintenance and Repairs - Buildings	\$ 500.00
17 Maintenance and Repairs - Equipment	
18 Printing and Publications (Marketing)	
19 Memberships, Subscriptions and Dues	
20 Office Supplies, postage and Mailing	\$ 1,000.00
21 Outreach/Gifts/Incentives	\$ 20,000.00
22 Legal Services (when required for the administration of the County Programs)	
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$ 800.00
24 Other Professional and Consultant Services (Accounting)	\$ 1,200.00
25 Rent and Leases - building and improvements	\$ 3,000.00
26 Rent and Leases - equipment	
27 Taxes and assessments	
28 Interest in Bonds	
29 Interest in Other Long-term debts	
30 Other interest and finance charges	
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$ 500.00
32 Miscellaneous (Program Supplies & Food)	\$ 2,000.00
33 Total Program Expenditures	\$ 85,410.00

Epicenter of Monterey
Amendment No. 3 to Mental Health Services Agreement A-15386
July 1, 2021 through June 30, 2024

34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.

35	Salaries and wages (please include personnel and contract administration)	
36	Payroll taxes	
37	Employee benefits	
38	Workers Compensation	
39	Severance Pay (If required by law, employer-employee agreement or established written policy or associated with County's loss of funding)	
40	Transportation, Travel, Training and Conferences	
41	Data Processing	
42	Utilities	
43	Cleaning and Janitorial	
44	Insurance and Indemnity	
45	Maintenance and Repairs - Buildings	
46	Maintenance and Repairs - Equipment	
47	Memberships, Subscriptions and Dues	
48	Office Supplies	
49	Postage and Mailing	
50	Legal Services (when required for the administration of the County Programs)	
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)	
52	Rent and Leases - building and improvements	
53	Rent and Leases - equipment	
54	Taxes and assessments	
55	Interest in Bonds	
56	Interest in Other Long-term debts	-
57	Other interest and finance charges	
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	
59	Miscellaneous (please provide details)	
60	Total Administrative Expenditures	-
61 Depreciation Expense		
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.		
63 Total Allowable Program Expenditures		85,410.00

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

Executive Director's Signature

Date

Finance Director's Signature

Epicenter of Monterey

Amendment No. 3 to Mental Health Services Agreement A-15386

July 1, 2021 through June 30, 2024