# AMENDMENT NO. 8 TO MENTAL HEALTH SERVICES AGREEMENT A-13221 BETWEEN COUNTY OF MONTEREY AND INTERIM, INC.

This AMENDMENT No. 8 to MENTAL HEALTH SERVICES AGREEMENT A-13221 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Interim**, **Inc**., (hereinafter referred to as CONTRACTOR).

**WHEREAS,** the COUNTY entered into MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR in the amount of \$30,833,764 for the term of July 1, 2016 to June 30, 2019 for mental health services and supportive housing services;

**WHEREAS,** the COUNTY entered into AMENDMENT No. 1 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G, and H for Fiscal Year 2016-17 through Fiscal Year 2018-19;

**WHEREAS,** the COUNTY entered into AMENDMENT No. 2 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2017-18;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 3 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2018-19;

**WHEREAS**, the COUNTY entered into AMENDMENT No. 4 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2018-19;

**WHEREAS,** the COUNTY entered into AMENDMENT No. 5 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2019-20;

**WHEREAS,** the COUNTY entered into AMENDMENT No. 6 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR revising EXHIBITS A, B, G and H for Fiscal Year 2019-20;

WHEREAS, the COUNTY entered into AMENDMENT No. 7 to MENTAL HEALTH SERVICES AGREEMENT A-13221 with CONTRACTOR, extending the term of the Agreement for one (1) additional fiscal year and revising the EXHIBITS A, B, G and H for Fiscal Year 2020-21; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the following: EXHIBIT B: PAYMENT AND BILLING PROVISIONS and EXHIBIT G:

BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE; and to incorporate ATTACHMENT 1 to EXHIBIT B.

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

- 1. EXHIBIT B-8: PAYMENT AND BILLING PROVISIONS replaces EXHIBITS B-7, B-6, B-5, B4, B-3, B-2, B-1 and B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-8. ATTACHMENT 1 is added to EXHIBIT B-7 consisting of guidance to recipients of the one-time funding available from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), and increases the total Agreement maximum amount for the term July 1, 2016 through June 30, 2021 by \$316,348 for Fiscal Year 2020-21 for a new total Agreement amount of \$70,395,812.
- 2. EXHIBIT G-7: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE is revised to include the addition of the "CARES Act" Funds Request for Reimbursement claim form.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
  - 4. This AMENDMENT No. 8 shall be effective November 17, 2020.
  - 5. A copy of this AMENDMENT No. 8 shall be attached to the original AGREEMENT executed by the COUNTY on July 14, 2016.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT No. 8 to Agreement A-13221 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			NAMES OF THE STATE
Date:	Contracts/Purchasing Officer	By:	INTERIM, INC.  Contractor's Business Name*  Barbara Mitchell.
By:	Department Head		(Signature of Chair President, or Vice- President)* Barbara L. Mitchell, Exec Director
Date:			Name and Title
Approved By:	l as to Form Stay Swtta	Date:	10/28/2020   12:52 PM PDT
Date:			
Approved	d as to Fiscal Provisions <sup>2</sup>		— DocuSigned by:
By:	Gary Glowy ARRITHETECORMOTILET	By:	(Signature of Secretary, Asst. Secretary,
Date:	11/2/2020   11:44 AM PST		CFO, Treasurer or Asst. Treasurer)*  Pali Weerasekera
Approved	l as to Liability Provisions <sup>3</sup>		Name and Title
By:		Date:	10/28/2020   2:45 PM PDT
Date:	Risk Management		
		1	

\*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.

Approval by County Counsel is required.

<sup>&</sup>lt;sup>2</sup> Approval by Auditor-Controller is required

<sup>&</sup>lt;sup>3</sup> Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

# EXHIBIT B-8 PAYMENT AND BILLING PROVISIONS

#### I. PAYMENT TYPES

Provisional Rates, Cash Flow Advances (CFA), and One-Time Coronavirus Aid, Relief and Economic Security Act ("CARES Act") Funding.

#### II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-8 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

## III. PAYMENT RATES

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

Case Management and Mental Health Services shall be paid at the COUNTY Maximum Reimbursement (CMA) rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B-8.

See the following pages for Provisional Rates, Cash Flow Advances, One-Time "CARES Act" Funding and Funding Sources Tables.

The following program services will be paid in arrears, not to exceed the CMA rates for a total maximum of <u>\$52,582,099</u> for <u>FY 2016-17 through FY 2020-21</u> as follows:

Program # in Exhibit A	Service Description	Mode of Service	Service Function Code	FY 2016-17 Units Of Service (est)			timated Total FY 2016-17
1	Adult Crisis Residential	5	40-49	4,553	\$	374.07	\$ 1,703,120
2	Bridge House: Residential	5	65-79	4,374	\$	187.28	\$ 819,158
3	Bridge House: Day Rehab.	10	95-99	2,746	\$	130.20	\$ 357,522
7	Rockrose Gardens - CM & MHS	15	01-09 10-19 & 30-59	54,903	CM MHS	\$ 3.45	\$ 189,308
8	Lupine Gardens - CM & MHS	15	01-09 10-19 & 30-59	94,514	CM MHS	\$ 3.45	\$ 325,889
9	Sunflower Gardens - CM & MHS	15	01-09 10-19 & 30-59	95,806	CM MHS	\$ 3.45	\$ 330,344
10	MCHOME - CM & MHS	15	01-09 10-19 & 30-59	207,413	CM MHS	\$ 3.45	\$ 715,173
11	Dual Recovery - CM & MHS	15	01-09 10-19 & 30-59	134,716	CM MHS	\$ 3.45	\$ 464,508
			Estimat	ed Total FY 2016-17 f	or Programs	s # 7 - 11:	\$ 2,025,222
4	Community Housing - CM & MHS	15	01-09 10-19 & 30-59	281,201	CM MHS	\$ 3.45	\$ 969,596
5	Sandy Shores - CM & MHS	15	01-09 10-19 & 30-59	112,662	CM MHS	\$ 3.45	\$ 388,463
6	Shelter Cove - CM & MHS	15	01-09 10-19 & 30-59	215,004	CM MHS	\$ 3.45	\$ 741,344
13	SEES - CM & MHS	15	01-09 10-19 & 30-59	42,120	CM MHS	\$ 3.45	\$ 145,231
			Estimated To	tal FY 2016-17 for Pro	grams # 4, 5	5, 6 & 13	\$ 2,244,634
19	Intensive Day Treatment	10	85-89	2,100	\$	245.86	\$ 516,308
			stimated Total	FY 2016-17 for the a	bove listed <sub>l</sub>	program:	\$ 516,308
					Total FY	2016-17	\$ 7,665,964

Program		Mode	Service	FY 2017-18	CMA R	ate per	Feti	mated Total		
#in	Service Description	of	Function	Units Of Service	•		nits Of Service Unit of Service (		1	mateu 10tai Y 2017-18
Exhibit A		Service	Code	(est)	OHIL OF 3	ei vice (3)		1 2017-16		
1	Adult Crisis Residential	5	40-49	4,653	\$	381.27	\$	1,774,049		
1	Adult Crisis Residential (Monterey)	5	40-49	390	\$	381.27	\$	148,695		
2	Bridge House: Residential (Medi-Cal)	5	65-79	3,563	\$	207.77	\$	740,285		
	Bridge House: Residential (Non-Medi-Ca	5	65-79	1,095	\$	207.77	\$	227,508		
	Subtotal I	Bridge Ho	use Residential	4,658	\$	207.77	\$	967,793		
3	Bridge House: Day Rehab.	10	95-99	3,146	\$	154.70	\$	486,686		
		•			•					
	Rockrose Gardens - CM & MHS	15	01-09	62,022	CM	\$ 3.56	\$	220,798		
7	Nockrose durdens eivi d ivins	13	10-19 & 30-59	02,022	MHS	ÿ 3.50	7	220,730		
	Lupine Gardens - CM & MHS	15	01-09	99,704	CM	\$ 3.56	\$	354,946		
8	Euphic durachs Civi & IVIII3	13	10-19 & 30-59	33,701	MHS	φ 3.30	<u> </u>	33 1,3 10		
	  Sunflower Gardens - CM & MHS	15	01-09	97,316	CM	\$ 3.56	\$	346,445		
9			10-19 & 30-59	ŕ	MHS	·	Ľ			
	MCHOME - CM & MHS	15	01-09	210,296	CM	\$ 3.56	\$	748,654		
10			10-19 & 30-59	·	MHS			-		
	Dual Recovery - CM & MHS	15	01-09	134,442	CM	\$ 3.56	\$	478,614		
11	-	10-19 & 30-59		-I T-+-I FV 2047 40	MHS 7.10 for Drawn war 4.7.11		_	2 4 4 0 4 5 7		
		1		d Total FY 2017-18		ns # / - 11: 	\$	2,149,457		
4	Community Housing - CM & MHS	15	01-09 10-19 & 30-59	233,123	CM	\$ 3.56	\$	829,918		
4			01-09		MHS CM					
5	Sandy Shores - CM & MHS	15	10-19 & 30-59	121,846	MHS	\$ 3.56	\$	433,772		
			01-09		CM					
6	Shelter Cove - CM & MHS	15	10-19 & 30-59	231,854	MHS	\$ 3.56	\$	825,400		
			01-09		CM					
13	SEES - CM & MHS	15	10-19 & 30-59	46,215	MHS	\$ 3.56	\$	164,525		
-				al FY 2017-18 for Pr		, 5, 6 & 13	\$	2,253,615		
	Intensive Day Treatment	10								
19	Intensive Day Treatment	10	85-89	2,500	۶	215.31	\$	538,275		
		Es	timated Total F	Y 2017-18 for the a	bove listed	d program:	\$	538,275		
					Total F	Y 2017-18	\$	8,318,570		

Program	Control Description	Mode	Service	FY 2018-19 Units	CMA Ra	te per Unit	Est	imated Total
# in Exhibit A	Service Description	of Service	Function Code	Of Service (est)	of Se	rvice (\$)	F	Y 2018-19
1	Adult Crisis Residential	5	40-49	7,949	Ś	426.06	\$	3,386,717
	radic ensis nesidentia.		.0 .5	7,5 .5	Y	120.00	Υ	3,333,717
2	Bridge House: Residential	5	65-79	4,599	\$	242.30	\$	1,114,326
		1	T	T				
3	Bridge House: Day Rehab.	10	95-99	4,200	\$	161.94	\$	680,162
		ı	01.00	I		1		
7	Rockrose Gardens - CM & MHS	15	01-09 10-19 & 30-59	52,726	CM MHS	\$ 3.82	\$	201,414
			01-09	0.4.000	CM	4 2 2 2	_	242244
8	Lupine Gardens - CM & MHS	15	10-19 & 30-59	91,608	MHS	\$ 3.82	\$	349,944
	Sunflower Gardens - CM & MHS	15	01-09	92,948	CM	\$ 3.82	\$	355,062
9	Sumower dardens civi & ivins	13	10-19 & 30-59	32,340	MHS	ÿ 3.0 <u>2</u>	7	333,002
10	MCHOME - CM & MHS	15	01-09	300,537	CM	\$ 3.82	\$	1,148,050
10			10-19 & 30-59 01-09		MHS			
11	Dual Recovery - CM & MHS	15	10-19 & 30-59	125,874	CM MHS	\$ 3.82	\$	480,838
	ACT W. L	45	01-09	20.074	CM	<b>A</b> 2.02	_	440.002
21	ACT Welcoming and Engagement Team	15	10-19 & 30-59	38,974	MHS	\$ 3.82	\$	148,882
21	ACT Psychiatrist/Nurse	15	60	16,091	MS	\$ 10.00	\$	160,914
		,	Estimated	Total FY 2018-19 for	Programs	# 7 - 11 & 21:	\$	2,845,104
_	Community Housing - CM & MHS	15	01-09	250,940	CM	\$ 3.82	\$	958,591
4	, ,		10-19 & 30-59		MHS			
5	Sandy Shores - CM & MHS	15	01-09 10-19 & 30-59	120,778	CM MHS	\$ 3.82	\$	461,373
	SI alta a Cara a Cha S haus	45	01-09	205.646	CM	<b>A</b> 2.02	_	700 274
6	Shelter Cove - CM & MHS	15	10-19 & 30-59	206,616	MHS	\$ 3.82	\$	789,274
	SEES - CM & MHS	15	01-09	44,674	CM	\$ 3.82	\$	170,654
13			10-19 & 30-59	,	MHS	,		•
22	Medication Support Services	15	60	61,233		\$ 10.00	\$	612,328
		Estim	ated Total FY 2	2018-19 for Progra	ms # 4, 5,	b, 13 & 22	\$	2,992,220
19	Intensive Day Treatment	10	85-89	2,640	\$	239.87	\$	633,260
	Estimated Total FY 2018-19 for the above listed program:							
	Total FY 2018-19							

Program # in Exhibit A	Service Description	Mode of Service	Service Function Code	FY 2019-20 Units Of Service (est)		te per Unit rvice (\$)	Estimated Total FY 2019-20	
1	Adult Crisis Residential	5	40-49	7,884	\$	421.67	\$	3,324,578
2	Bridge House: Residential	5	65-79	4,599	\$	241.69	\$	1,111,464
3	Bridge House: Day Rehab.	10	95-99	3,491	\$	174.50	\$	609,180
7	Rockrose Gardens - CM & MHS	15	01-09 10-19 & 30-59	56,004	CM MHS	\$ 3.94	\$	220,656
8	Lupine Gardens - CM & MHS	15	01-09 10-19 & 30-59	92,340	CM MHS	\$ 3.94	\$	363,820
9	Sunflower Gardens - CM & MHS	15	01-09 10-19 & 30-59	93,334	CM MHS	\$ 3.94	\$	367,736
10	MCHOME - CM & MHS	15	01-09 10-19 & 30-59	330,009	CM MHS	\$ 3.94	\$	1,300,236
11	Dual Recovery - CM & MHS	15	01-09 10-19 & 30-59	134,912	CM MHS	\$ 3.94	\$	531,552
21	ACT Welcoming and Engagement Team	15	01-09 10-19 & 30-59	100,984	CM MHS	\$ 3.94	\$	397,876
21	ACT Team Crisis Intervention	15	70	2,280	Crisis	\$ 10.00	\$	22,800
21	ACT Psychiatrist/Nurse	15	60	35,655	MS	\$ 10.00	\$	356,554
			Estimated <sup>-</sup>	Total FY 2019-20 for	Programs	# 7 - 11 & 21:	\$	3,561,229
4	Community Housing - CM & MHS	15	01-09 10-19 & 30-59	272,130	CM MHS	\$ 3.94	\$	1,072,194
5	Sandy Shores - CM & MHS	15	01-09 10-19 & 30-59	106,552	CM MHS	\$ 3.94	\$	419,814
6	Shelter Cove - CM & MHS	15	01-09 10-19 & 30-59	204,496	CM MHS	\$ 3.94	\$	805,714
13	SEES - CM & MHS	15	01-09 10-19 & 30-59	43,746	CM MHS	\$ 3.94	\$	172,358
22	Medication Support Services	15	60	61,233	MS	\$ 10.00	\$	612,328
		Estim	ated Total FY 2	019-20 for Progra	ms # 4, 5,	6, 13 & 22	\$	3,082,408
19	Intensive Day Treatment	10	85-89	1,967	\$	260.06	\$	511,538
23	Community Response	15	01-09 10-19 & 30-59	75,805	CM MHS	\$ 3.94	\$	298,672
			Estimat	ed Total FY 2019-20	for Progra	ms # 19 & 23	\$	810,210
					Tota	l FY 2019-20	\$	12,499,070

Program # in Exhibit A	Service Description	Mode of Service	Service Function Code	FY 2020-21 Units Of Service (est)		te per Unit rvice (\$)		imated Total Y 2020-21
1	Adult Crisis Residential	5	40-49	7,884	\$	427.64	\$	3,371,390
2	Bridge House: Residential	5	65-79	4,701	\$	283.75	\$	1,333,920
			Estim	ated Total FY 2020-2	21 for Prog	rams # 1 & 2:	\$	4,705,310
		1	ı	T	1			
6	Rockrose Gardens - CM & MHS	15	01-09	65,676	CM	\$ 3.94	\$	258,764
			10-19 & 30-59		MHS			
7	Lupine Gardens - CM & MHS	15	01-09 10-19 & 30-59	91,917	CM MHS	\$ 3.94	\$	362,154
			01-09		CM			
8	Sunflower Gardens - CM & MHS	15	10-19 & 30-59	95,563	MHS	\$ 3.94	\$	376,520
8	Sunflower Gardens - Medication Support	15	60	5,871	MS	\$ 8.00	\$	46,968
9	MCHOME - CM & MHS	15	01-09	358,257	CM	\$ 3.94	\$	1,411,534
9	INCHOIVIE - CIVI & IVIHS	15	10-19 & 30-59	330,237	MHS	Ş 3.94	Ş	1,411,554
9	MCHOME - Medication Support	15	60	17,613	MS	\$ 8.00	\$	140,903
10	Dual Recovery - CM & MHS	15	01-09 10-19 & 30-59	137,135	CM MHS	\$ 3.94	\$	540,310
13	OMNI Resource Center: Wellness Recovery	15	01-09	39,122	CM	\$ 3.94	\$	154,140
13	for Adults	13	10-19 & 30-59	33,122	MHS	ÿ 3.94	۲	134,140
15	Peer Support - Wellness Navigation	15	01-09	16,699	CM	\$ 3.94	\$	65,794
			10-19 & 30-59	,	MHS	7 0.0	т.	
16	ACT Welcoming and Engagement Team	15	01-09	193,978	CM	\$ 3.94	\$	764,272
			10-19 & 30-59		MHS		_	
16	ACT Team Medication Support	15	60	38,428	Crisis	\$ 8.00		307,422
			ı	I FY 2020-21 for Pro	<del></del>		_	4,428,780
1	Manzanitas - Medication Support	15	60	90,098		\$ 8.00	\$	720,786
3	Community Housing - CM & MHS	15	01-09	312,686	CM	\$ 3.94	\$	1,231,982
			10-19 & 30-59 01-09		MHS CM			
4	Sandy Shores - CM & MHS	15	10-19 & 30-59	109,114	MHS	\$ 3.94	\$	429,910
			01-09		CM			
5	Shelter Cove - CM & MHS	15	10-19 & 30-59	213,127	MHS	\$ 3.94	\$	839,720
1.4	Deimonton	15	01-09	22.007	CM	6 204	,	00.316
14	Beinestar	15	10-19 & 30-59	22,897	MHS	\$ 3.94	\$	90,216
			Estimated Total	al FY 2020-21 for F	rograms	# 1,3-5 & 14	\$	3,312,614
					Tota	I FY 2020-21	\$	12,446,705

# B. CASH FLOW ADVANCE

Board & Care and other housing supports, dual recovery, homeless outreach, and peer-led wellness and recovery programs that provide non-Medi-Cal billable services shall be paid as Cash Flow Advances for a total maximum of \$17,497,364 for FY 2016-17 through FY 2020-21 as follows:

Program	Cash Flow Advance Services FY 2016-17		
# in		FY	2016-17 Amount
Exhibit A	Service Description		
1	Manzanita Adult Crisis: Board & Care	\$	95,105
2	Bridge House: Board & Care	\$	78,119
4	Community Housing: Housing	\$	200,535
5	Sandy Shores: Housing	\$	124,709
6	Shelter Cove: Housing	\$	253,449
10	McHome: Non-Medi-Cal/MHSA	\$	440,074
10	McHome: Non-Medi-Cal/PATH Grant	\$	95,497
11	Dual Recovery Services	\$	37,762
12	SAMHSA Support – Dual Diagnosis/SAMHSA Grant	\$	93,276
12	SAMHSA Support – Dual Diagnosis/MHSA	\$	24,572
14	Supported Education Services/WET: Non-Medi-Cal	\$	221,948
15	OMNI Resource Center: Wellness Recovery for Adults	\$	546,132
16	Peer Health Navigation & Advocacy: Success Over Stigma	\$	75,355
17	Peer Health Navigation & Advocacy: Bienestar	\$	73,702
18	Peer Support - Wellness Navigation & Peer Partners for Health	\$	256,216
19	Day Treatment Intensive	\$	20,000
20	Chinatown Community Learning Center with CSUMB	\$	146,317
	TOTAL FY 2016-17	\$	2,782,768

Program # in	Cash Flow Advance Services FY 2017-18	F	FY 2017-18 Amount		
	Service Description	_	05.605		
1	Manzanita Adult Crisis: Board & Care	\$	95,625		
1	Manzanita Monterey Adult Crisis: Board & Care	\$	265,995		
2	Bridge House: Board & Care	\$	77,039		
4	Community Housing: Housing	\$	299,052		
5	Sandy Shores: Housing	\$	47,112		
6	Shelter Cove: Housing	\$	278,073		
10	McHome: Non-Medi-Cal/MHSA	\$	442,250		
10	McHome: Non-Medi-Cal/PATH Grant	\$	96,032		
11	Dual Recovery Services	\$	55,716		
12	SAMHSA Support – Dual Diagnosis/SAMHSA Grant	\$	93,279		
12	SAMHSA Support – Dual Diagnosis/MHSA	\$	30,335		
14	Supported Education Services/WET: Non-Medi-Cal	\$	241,522		
15	OMNI Resource Center: Wellness Recovery for Adults	\$	590,789		
16	Peer Health Navigation & Advocacy: Success Over Stigma	\$	111,419		
17	Peer Health Navigation & Advocacy: Bienestar	\$	90,610		
18	Peer Support - Wellness Navigation	\$	147,853		
19	Day Treatment Intensive	\$	22,759		
20	Chinatown Community Learning Center with CSUMB	\$	146,317		
	TOTAL FY 2017-18	\$	3,131,777		

Program	Cash Flow Advance Services FY 2018-19		
# in		FY	2018-19 Amount
Exhibit A	Service Description		
1	Manzanita Adult Crisis: Board & Care	\$	204,280
2	Bridge House: Board & Care	\$	77,039
3	Bridge - Day Rehabilitation	\$	10,000
4	Community Housing: Housing	\$	294,378
5	Sandy Shores: Housing	\$	82,845
6	Shelter Cove: Housing	\$	374,528
6	Shelter Cove: HMIOT Funds	\$	300,000
10	McHome: Non-Medi-Cal/MHSA	\$	440,890
10	McHome: Non-Medi-Cal/PATH Grant	\$	96,278
10	McHOME: Non-Medi-Cal/HMIOT Funds	\$	152,687
11	Dual Recovery Services	\$	64,785
12	SAMHSA Support – Dual Diagnosis/SAMHSA Grant	\$	93,279
12	SAMHSA Support – Dual Diagnosis/MHSA	\$	24,153
14	Supported Education Services/WET: Non-Medi-Cal	\$	246,307
15	OMNI Resource Center: Wellness Recovery for Adults	\$	602,466
16	Success Over Stigma	\$	122,910
17	Bienestar	\$	83,091
18	Peer Partners for Health: MHSA/CSS	\$	177,568
18	Peer Partners for Health: MHSA/Innovations	\$	173,167
19	Day Treatment Intensive	\$	22,759
20	Chinatown Community Learning Center with CSUMB	\$	146,317
21	ACT Welcoming and Engagement Team	\$	275,421
	TOTAL FY 2018-19	\$	4,065,149

Program	Cash Flow Advance Services FY 2019-20			
# in	Samiles Description	FY 2019-20 Amount		
Exhibit A	Service Description			
1	Manzanita Adult Crisis: Board & Care	\$	237,010	
2	Bridge House: Board & Care	\$	90,802	
3	Bridge - Day Rehabilitation	\$	10,014	
4	Community Housing: Housing	\$	274,007	
5	Sandy Shores: Housing	\$	128,024	
6	Shelter Cove: Housing	\$	371,049	
6	Shelter Cove: HMIOT Funds	\$	100,000	
10	McHome: Non-Medi-Cal/MHSA	\$	462,243	
10	McHome: Non-Medi-Cal/PATH Grant	\$	96,295	
10	McHOME: Non-Medi-Cal/HMIOT Funds	\$	319,816	
11	Dual Recovery Services	\$	64,785	
12	SAMHSA Support – Dual Diagnosis/SAMHSA Grant	\$	93,279	
12	SAMHSA Support – Dual Diagnosis/MHSA	\$	17,748	
14	Supported Education Services/WET: Non-Medi-Cal	\$	239,482	
15	OMNI Resource Center: Wellness Recovery for Adults	\$	668,782	
16	Success Over Stigma	\$	142,398	
17	Bienestar	\$	90,641	
18	Peer Partners for Health: MHSA/CSS	\$	151,669	
18	Peer Partners for Health: MHSA/Innovations	\$	303,806	
19	Day Treatment Intensive	\$	23,565	
20	Chinatown Community Learning Center with CSUMB	\$	151,365	
21	ACT Welcoming and Engagement Team	\$	336,557	
	TOTAL FY 2019-20	\$	4,373,337	

Program	Cash Flow Advance Services FY 2020-21	
# in	Service Description	FY 2020-21 Amount
Exhibit A	Service Description	
1	Manzanitas Adult Crisis Residential: Board & Care	\$ 243,178
2	Bridge House Adult Residential: Board & Care	\$ 90,901
3	Community Housing: Housing	\$ 257,727
4	Sandy Shores: Housing	\$ 147,859
5	Shelter Cove: Housing	\$ 295,853
9	McHome: Outreach & Engagement/MHSA	\$ 546,943
9	McHome:Outreach & Engagement/PATH Grant	\$ 96,479
10	Dual Recovery Services	\$ 64,785
11	SAMHSA Support – Dual Diagnosis/SAMHSA Grant	\$ 93,279
11	SAMHSA Support – Dual Diagnosis/MHSA	\$ 36,651
12	Workforce Education & Training	\$ 163,668
13	OMNI Resource Center: Wellness Recovery for Adults	\$ 576,868
15	Wellness Navigation: Peer Partners for Health (MHSA/CSS)	\$ 58,386
15	Wellness Navigation: Transportation Coaching MHSA/INN)	\$ 254,630
16	ACT Welcoming and Engagement Team	\$ 217,126
_	TOTAL FY 2020-21	\$ 3,144,333

# C. ONE-TIME "CARES" ACT FUNDS – REIMBURSEMENT FOR COVID-19-RELATED EXPENSES

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

REIMBURSEMENT for COVID-19 RELATED EXPENSES - 07/01/2020 through 12/30/2020						
TOTAL MAXIMUM ANNUAL AMOUNT of "CARES ACT" FUNDS	\$	316,348				

#### IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code

of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), 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-8, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-8, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department

of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G-7, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G-7, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

#### MCHDBHFinance@co.monterey.ca.us

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

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

### V. AXIMUM 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 **\$70,395,812**. for services rendered under this Agreement.

## B. Maximum Annual Liability:

Payment Rate	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Total for 5-Year Term	
Provisional	\$ 7,665,964	\$ 8,318,570	\$ 11,651,790	\$ 12,499,070	\$ 12,446,705	\$ 52,582,099	
Cash Flow Advance	\$ 2,782,768	\$ 3,131,777	\$ 4,065,149	\$ 4,373,337	\$ 3,144,333	\$ 17,497,364	
One-	\$ 316,348						
Annual Total	\$ 10,448,732	\$ 11,450,347	\$ 15,716,940	\$ 16,872,407	\$ 15,907,386	\$ 70,395,812	
	\$ 70,395,812						

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

#### VI. BILLING AND PAYMENT LIMITATIONS

A. <u>Provisional Payments</u>: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application

of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. <u>Allowable Costs</u>: 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-7. Only the costs listed in Exhibit H-7 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. <u>Cost Control</u>: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H-7, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. <u>Adjustment of Claims Based on Other Data and Information</u>: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

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

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

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

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

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

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

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

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

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

- CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-8, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must

submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

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

## XI. AUTHORITY TO ACT FOR THE COUNTY

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

	INTERIM INC - FY 2020-21-Amendment No. 8				FUNDING SOURCES*						
# in EXHIBIT A-7	Program	Mode of Service	SFC	Rate	Realignment	SAMHSA	FFP/Medical	PATH	MHSA	Innovations	MAXIMUM TOTAL FUNDING FY 2020-21
1	1 Manzanitas - Adult Crisis Residential		40-49	Provisional	1,685,695	-	1,685,695	-	-	-	3,371,390
2	Bridge - Adult Residential	05	65-79	Provisional	666,960		666,960	-	-	-	1,333,920
	Sub-Total Residential Programs				2,352,655		2,352,655		-		4,705,310
6	Rockrose- Case Mgmt/Mental Health Srvcs	15	01-09 / 10-19	Provisional	-	-	129,382	-	129,382	-	258,764
7	Lupine - Case Mgmt/Mental Health Srvcs	15	01-09 / 10-19	Provisional			181,077	-	181,077	-	362,154
8	Sunflower - Case Mgmt/Mental Health Srvcs		01-09 / 10-19	Provisional			188,260	-	188,260	-	376,520
8	Sunflower Medication Support Services		60	Provisional	-	-	23,484	-	23,484	-	46,968
9	McHome - Case Mgmt/Mental Health Srvcs	15	01-09 / 10-19	Provisional	-	-	705,768	-	705,766	-	1,411,534
9	McHome Medication Support Services	15	60	Provisional	-	-	70,451	-	70,452	-	140,903
10			01-09 / 10-19	Provisional	-	-	270,155	-	270,155	-	540,310
13	Adult Wellness Recovery Center - OMNI		01-09 / 10-19	Provisional			77,070	-	77,070	-	154,140
15	Peer Support - Wellness Navigators	15	01-09 / 10-19	Provisional		-	32,897	-	32,897	-	65,794
16	ACT Team - Case Mgml/Mental Health Srvcs	15	01-09 / 10-19	Provisional	-	-	382,136	-	382,136	-	764,272
16	ACT Medication Support Services	15	60	Provisional		-	153,711	-	153,711	-	307,422
	Sub-Total MHSA Funded Programs				-		2,214,391		2,214,390	-	4,428,781
1	Manzanitas - Medication Support Services	15	60	Provisional	360,393	-	360,393	-	-		720,786
3	Community Housing - Case Mgmt/Mental Health Srvcs	15	01-09 / 10-19	Provisional	615,991		615,991	-	-	-	1,231,982
4	Sandy Shores - Case Mgmt/Mental Health Srvcs	15	01-09 / 10-19	Provisional	214,955		214,955	-	-	-	429,910
5	Shelter Cove - Case Mgml/Mental Health Srvcs	15	01-09 / 10-19	Provisional	419,860		419,860	-	-	-	839,720
14	Bienestar	15	01-09 / 10-19	Provisional	45,108	-	45,108	-	-	-	90,216
	Sub-Total Realignment Funded Programs				1,656,307		1,656,307		-	-	3,312,614
	Sub-Total ALL PROVISIONAL RATE Programs				4,008,962		6,223,353		2,214,390	-	12,446,705
1	Manzanitas - Adult Crisis Residential	60	40-49	Cash Flow Adv.	243,178	-	-	-	-	-	243,178
2	Bridge - Adult Residential	60	40-49	Cash Flow Adv.	90,901	-	-	-		-	90,901
3	Community Housing	60	70	Cash Flow Adv.	257,727	-	-	-	-	-	257,727
4	Sandy Shores - Housing	60	70	Cash Flow Adv.	147,859		-	-			147,859
5	Shelter Cove - Housing	60	70	Cash Flow Adv.	295,853	-	-	-	-		295,853
9	McHome - Outreach	60	70	Cash Flow Adv.	-	-	-	96,479	546,943	-	643,422
10	Dual Recovery Services	60	70	Cash Flow Adv.	-	-	-	-	64,785	-	64,785
11	Outreach & Aftercare Services (SAMHSA Support)	60	78	Cash Flow Adv.	-	93,279	-	-	36,651	-	129,930
12	Workforce Ed & Training (WET)	60	70	Cash Flow Adv.	163,668	-	-	-	-	-	163,668
13	Adult Wellness Recovery Center - OMNI	60	70	Cash Flow Adv.	-	-	-	-	576,868	-	576,868
15	Peer Support - Wellness Navigators	60	70	Cash Flow Adv.	-	-	-	-	58,386	254,630	313,016
16	ACT Team	60	70	Cash Flow Adv.	-	-	-	-	217,126	-	217,126
	Sub-Total CASH FLOW ADVANCE Programs				1,199,186	93,279	-	96,479	1,500,759	254,630	3,144,333
								One-Time "CARES Act" Fund			316,348
GRAND TOTAL FY 2020-21 BY FUNDING SOURCE 5,208,148 93,279 6,223,353 96,479 3,715,149 254,630									15,907,386		
Percentage of Total By Funding Source 33% 1% 39% 1% 23% 2%											

<sup>\*</sup> COUNTY reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

# **ATTACHMENT 1**

This Attachment 1 serves as an Addendum to the Exhibit B-8 to the Mental Health Services Standard Agreement A-13221 between the County of Monterey, on behalf of its Health Department, Behavioral Health Bureau, and Interim, Inc., attached hereto, and will have the full force and effect as if set forth within the Agreement.

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

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

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

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

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

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

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

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

## Necessary expenditures incurred due to the public health emergency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Nonexclusive examples of eligible expenditures

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

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

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

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

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

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

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

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

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

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

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

#### Substantially different use

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

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

## Substantially dedicated

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

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

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

## Public health and public safety

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

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

#### Not substantially dedicated

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

#### Covered benefits

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

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

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

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

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

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

#### General

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

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

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

# Compliance costs related to the Fund

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

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

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

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

## A. Eligible Expenditures

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

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

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

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

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

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

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

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

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 <a href="https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions">https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions</a>.

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 <a href="https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions">https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions</a>.

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.

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									. 1	Invoice Number:				
Contractor:	Interim, Inc													
Address Line 1	P.O. Box 32	222							(	County PO No.:				
Address Line 2	Monterey, C	CA 93942									<u> </u>			
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Tel. No.:	(831) 649-4													
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Contract Term:	July 1, 2016	5 - June 30, 2021							Fir	nal Invoice:	(Check if Yes)			
BH Division:	Mental Hea	Ith Services									В	H Control Number		
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
Manzanita Adult Crisis Res. (Salinas and Monterey sites)	5	141/40-49	\$427.64	7,884				3,371,390	-	-	-	3,371,390	7,884	
Bridge House Transitional Residential	5	161/65-79	\$283.75	4,701				1,333,920	-	-	-	1,333,920	4,701	
TOTALS				12,585				4,705,310	•		-	4,705,310	12,585	
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Medication Support	15	60	\$8.00	90,098			0	\$720,786			\$0.00	\$720,786	90,098	
TOTALS				90,098	0	0	0			0.00	0.00	\$720,786	90,098	
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Shelter Cove - Case	15	301	\$3.94	213,127			0	\$839,720			\$0.00	\$839,720	213,127	
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Shelter Cove - Mental Health Services	15													
Collateral		311	\$3.94											
Assessment		331	\$3.94											
Individual Therapy		341	\$3.94											
Group Counseling		351	\$3.94											
Mental Health Rehab.		381	\$3.94											
Plan Development		391	\$3.94	040 407	_			<b>\$</b> 000 700		2.22	2.22	<b>*</b>	040 407	
TOTALS				213,127	0	0	0	\$839,720		0.00	0.00	\$839,720	213,127	
I certify that the information provide in accordance with the contract applications are maintained in our office.	pproved for	services provid												
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Contractor:	Interim, Inc.	- Rockrose Gar	dens											
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Rockrose - Case Management	15	301	\$3.94	65,676			0	\$258,764			\$0.00	\$258,764	65,676	
Rockrose - Mental Health Services	15													
Collateral		311	\$3.94											
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Plan Development		391	\$3.94							<del> </del>				
TOTALS		331	ψ3.34	65,676	0	0	0	\$258,764		0.00	0.00	\$258,764	65,676	
I certify that the information provid in accordance with the contract ap- claims are maintained in our office Signature:	proved for seat the addr	services provid	ed under th		that contra	ct. Full just	ification an				Date:			
Title:				Contracts Ma				•						
riue.			Gianto &	OUTITIAGES IVIA	ııaycı			•			i eleptione.		031.043.432	LZ UNI Z 14
Send to: MCHDBHFinance@co.monterey.									Aut	Beha		uthorization for Pay	ment	Date

					EXI	HIBIT G-7:	Behaviora	l Health Cost Reim	bursement Inv	roice				
											ı			
Contractor:	Interim, Inc.	- Lupine Garde	ns						In	voice Number:				
Address Line 1	PO Boy 32	22							Co	unty PO No.:				
Address Line 2										·				
Tel No:	(831) 649-4	522							Inv	voice Period:				
Fax No.:	(831) 647-9	136												
Contract Term:	July 1, 2016	- June 30, 2021							Fina	al Invoice:	(Check if Yes)			
BH Division:	Mental Heal	th Services									В	H Control Number		
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
Lupine - Case Management	15	301	\$3.94	91,917			0	\$362,154			\$0.00	\$362,154	91,917	
Lupine - Mental Health Services	15													
Collateral		311	\$3.94											
Assessment		331 341	\$3.94 \$3.94											
Individual Therapy Group Counseling		351	\$3.94											
Mental Health Rehab.		381	\$3.94								<del> </del>			
Plan Development		391	\$3.94								1		ì	
TOTALS				91,917	0	0	0	\$362,154		0.00	0.00	\$362,154	91,917	
I certify that the information provid in accordance with the contract at claims are maintained in our office	oproved for seat the addr	services provides indicated.	ed under th	e provision of	that contra	ct. Full just	tification an				Data			
Signature:			S	ophie Yakir				•			Date:			
Title:			Grants &	Contracts Ma	nager			•			Telephone:		831.649.452	22 ext 214
Send to: MCHDBHFinance@co.monterey.										Beha	avioral Health Au	uthorization for Pay	ment	
									Aut	horized Signa	tory			Date

					EX	HIBIT G-7:	Behaviora	I Health Cost Reim	bursement Inv	oice					
									In	voice Number:					
Contractor:	Interim, Inc	- Sunflower Ga	rdens						i						
									•						
Address Line 1									Cor	unty PO No.:					
Address Line 2	Monterey, C	A 93942							J	voice Period:					
Tel No:	(831) 649-4	522							1	voice reriou:					
	(831) 647-9														
Contract Term:	July 1, 2016	- June 30, 2021							Fins	al Invoice:	(Check if Yes)				
									_					_	
BH Division:	Mental Hea	th Services									B	H Control Number			
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total FY Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date		
Sunflower - Case Management	15	301	\$3.94	95,563			0	\$376,520		1	\$0.00	\$376,520	95,563		
Sunflower - Mental Health	15														
Services	13														
Collateral		311	\$3.94												
ssessment		331	\$3.94												
ndividual Therapy		341	\$3.94												
Group Counseling		351	\$3.94												
Mental Health Rehab.		381	\$3.94												
Plan Development	15	391 60	\$3.94	5,871				\$46,968	<b></b>			\$46,968	5,871		
Medication Support TOTALS		60	\$8.00	101,434	0	0	0	\$46,968 \$423,488		0.00	0.00	\$46,968	101,434		
certify that the information provion accordance with the contract a laims are maintained in our office	ded above is pproved for e at the addr	services provid ess indicated.	ed under th	dge, complete e provision of	e and accura f that contra	ate; the amo	ount reques	sted for reimburseme							
Signature:			S	ophie Yakir				•			Date:				
Title:			Grants &	Contracts Ma	nager						Telephone:		831.649.452	22 ext 214	
Send to: MCHDBHFinance@co.monterey.										Beha	avioral Health A	uthorization for Pay	ment		

					EXI	HIBIT G-7:	Behaviora	I Health Cost Reim	bursement Inv	oice					
									Inv	voice Number:	ı				
Contractor:	Interim, Inc.	- McHOME												<u> </u>	
Address Line 1	P O Box 32	22							Co	unty PO No.:					
Address Line 2									Co	unity I O 110					
									Inv	oice Period:					
	(831) 649-4 (831) 647-9														
Contract Term:									Fina	ıl Invoice:	(Check if Yes)				
	, , , ,							•			(* * * * * * * * * * * * * * * * * * *				
BH Division:	Mental Heal	th Services									В	BH Control Number			<u></u>
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date		
cHome - Case Management	15	301	\$3.94	358,257			0	\$1,411,534			\$0.00	\$1,411,534	358,257		
Home- Mental Health	15														
rvices Ilateral		311	\$3.94												
sessment		331	\$3.94												
ividual Therapy		341	\$3.94								1				
oup Counseling		351	\$3.94												
ntal Health Rehab.		381	\$3.94												
n Development		391	\$3.94												
dication Support	15	60	\$8.00	17,613				\$140,903				\$140,903	17,613		
TOTALS				375,870	0	0	0	\$1,552,437		0.00	0.00	\$1,552,437	375,870		
ertify that the information provided accordance with the contract apiers are maintained in our office	oproved for seat the addr	services provid ess indicated.	ed under th	e provision of							Detec				
Signature:			S	ophie Yakir				•			Date:				
Title:			Grants &	Contracts Ma	nager			ı			Telephone:		831.649.452	22 ext 214	
nd to: CHDBHFinance@co.monterey.										Beha	avioral Health A	uthorization for Pay	ment		
									Διιτ	horized Signa	ton			Date	

					EXI	HIBIT G-7:	Behaviora	I Health Cost Reim	bursement Inv	oice				
									Inv	voice Number:				
Contractor:	Interim, Inc	- Dual Recover	У											
	D O D	-00								. 20.31				
Address Line 1 Address Line 2									Co	unty PO No.:				
Address Line 2	Monterey, C	A 93942							Inv	voice Period:				
	(831) 649-4													
	(831) 647-9													
Contract Term:	July 1, 2016	- June 30, 2021							Fina	al Invoice:	(Check if Yes)			
											n	BH Control Number		
BH Division:	Mental Hea	th Services									E	on Control Number		
	Mode of	Service	Rate per	Total Contracted	UOS	Total UOS	uos	Total Annual	Dollar Amount	Total Dollars	Dollar Amount	Dollar Amount	Remaining	
Service Description	Service	Function Code	Unit	UOS FY 2020-21	this Period	as of Last Period	Delivered to Date	Contract Amount FY 2020-21	Requested this Period	Delivered as of Last Period	Requested to Date		UOS To Date	
Dual Recovery - Case	15	301	\$3.94	137,135			0	\$540,310			\$0.00	\$540,310	137,135	
Management Dual Recovery - Mental Health			·	,				. ,			·	. ,	·	
Services	15													
Collateral		311	\$3.94											
Assessment		331	\$3.94											
ndividual Therapy		341	\$3.94											
Group Counseling		351	\$3.94											
Mental Health Rehab.		381	\$3.94											
Plan Development		391	\$3.94	107.105				<b>0</b> 540.040		2.22	2.22	<b>0540.040</b>	107.105	
TOTALS				137,135	0	0	0	\$540,310		0.00	0.00	\$540,310	137,135	
certify that the information provious accordance with the contract applications are maintained in our office	pproved for	services provid												
Signature:			S	ophie Yakir				•			Date:			
Title:				Contracts Ma										
Send to: MCHDBHFinance@co.monterey.										Beha	avioral Health A	uthorization for Pay	ment	

					EX	HIBIT G-7	Behaviora	I Health Cost Reim	bursement Inv	oice				
Contractor:	Intarim Ina	Dianaster							In	voice Number:				
Contractor:	mem, me	- Dichestal												
Address Line 1	P.O. Box 32	22							Co	unty PO No.:				
Address Line 2														
									Inv	voice Period:				
	(831) 649-4 (831) 647-9													
Contract Term:									Fins	al Invoice:	(Check if Yes)			
Contract Term.	July 1, 2010	Julie 30, 2021							1 111	ii iii voice.	(Check if Tes)			
BH Division:	Mental Hea	th Services									F	BH Control Number		
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
Bienestar - Case Management	15	301	\$3.94	22,897			0	\$90,216			\$0.00	\$90,216	22,897	
Bienestar- Mental Health Services	15													
Collateral		311	\$3.94											
Assessment		331	\$3.94											
ndividual Therapy		341	\$3.94											
Group Counseling		351	\$3.94											
Mental Health Rehab.		381	\$3.94											
Plan Development TOTALS		391	\$3.94	22,897	0	0	0	\$90,216		0.00	0.00	\$90,216	22,897	
certify that the information provid in accordance with the contract ap- claims are maintained in our office	ded above is	services provid		dge, complete	and accura	ate; the amo	ount reques	sted for reimburseme				, , , , , , , , , , , , , , , , , , ,	,	
Signature:			S	ophie Yakir				•			Date:			
Title:			Grants &	Contracts Ma	nager						Telephone:		831.649.452	22 ext 214
Send to: MCHDBHFinance@co.monterey.										Beha	avioral Health A	uthorization for Pay	ment	
									Aut	horized Signa	tory		-	Date

					EXI	HIBIT G-7:	Behaviora	I Health Cost Reim						
									Inv	voice Number:				
Contractor	Interim, Inc	OMNI Adult	Wellness Ce	nter										
Address Line 1	PO Box 32	222							Con	unty PO No.:				
Address Line 2										anty I O I to				
ridiress Eme 2	monterey, c	,3,,12							Inv	oice Period:				
Tel. No.:	(831) 649-4	522												
	(831) 647-9													
Contract Term:	July 1, 2016	5 - June 30, 2021							Fina	l Invoice:	(Check if Yes)			
BH Division:	Mental Hea	lth Services									В	H Control Number		
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
OMNI - Case Management	15	301	\$3.94	39,122			0	\$154,140			\$0.00	\$154,140	39,122	
OMNI- Mental Health Services	15													
Collateral		311	\$3.94											
Assessment		331	\$3.94											
Individual Therapy		341	\$3.94											
Group Counseling		351	\$3.94											
Mental Health Rehab.		381	\$3.94											
Plan Development		391	\$3.94											
TOTALS				39,122	0	0	0	\$154,140		0.00	0.00	\$154,140	39,122	
I certify that the information provious in accordance with the contract a claims are maintained in our office Signature:	pproved for a	services provid	led under th								Date:			
Title:			Grants &	Contracts Ma	nager			•			Telephone:		831.649.452	22 ext 214
Send to: MCHDBHFinance@co.monterey.					·						avioral Health Au	uthorization for Pay		
	J								Aut	horized Signa	tory			Date

					EX	HIBIT G-7:	Behaviora	ll Health Cost Reim	bursement Inv	oice				
Contractor:	Interim, Inc	- Wellness Nav	igation (Pee	r Partners for H	lealth & Tra	nsportation	Coaching)		Inv	voice Number:				
Contractor: Interim, Inc Wellness Navigation (Peer Partners for Health & Transportation Coaching)														
Address Line 1 P.O. Box 3222									Co	unty PO No.:				
Address Line 2 Monterey, CA 93942									Invoice Period:					
Tel. No.: (831) 649-4522														
Fax No.: (831) 647-9136 Contract Term: July 1, 2016 - June 30, 2021											(C) 1 :C37			
Contract Term:	July 1, 2016	- June 30, 2021							Fina	d Invoice:	(Check if Yes)			
BH Division: Mental Health Services											В	BH Control Number		
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
er Support - Case inagement	15	301	\$3.94	16,699			0	\$65,794			\$0.00	\$65,794	16,699	
er Support - Mental Health rvices	15													
llateral		311	\$3.94											
essment		331	\$3.94											
vidual Therapy up Counseling		341 351	\$3.94 \$3.94											
ital Health Rehab.		381	\$3.94											
Development		391	\$3.94											
TOTALS				16,699	0	0	0	\$65,794		0.00	0.00	\$65,794	16,699	
rtify that the information provic ccordance with the contract apms are maintained in our office Signature:	oproved for a at the addr	services provid ess indicated.	ed under th	e provision of							Date:			
Signature: Sophie Yakir  Title: Grants & Contracts Manager								Telephone: 831.649.4522 ext 214						
nd to:	]							_		Beha	avioral Health A	uthorization for Pay	ment	
MCHDBHFinance@co.monterey.														
								Authorized Signatory					Date	

					EXI	HIBIT G-7:	Behaviora	l Health Cost Reim	bursement Inv	roice				
G		. cm m							Inv	voice Number:				
Contractor:	Interim, Inc.	- ACT Team												
Address Line 1	Address Line 1 P.O. Box 3222													
Address Line 1 P.O. Box 3222  Address Line 2 Monterey, CA 93942										unty PO No.:				
									Inv	voice Period:				
	Tel. No.: (831) 649-4522													
	(831) 647-9													
Contract Term:	July 1, 2016	- June 30, 2021							Fina	al Invoice:	(Check if Yes)			
BH Division:	Mental Heal	th Services									В	BH Control Number		
						1								
Service Description	Mode of Service	Service Function Code	Rate per Unit	Total Contracted UOS FY 2020-21	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	Remaining UOS To Date	
ACT Team - Case Management	15	301	\$3.94	193,978			0	\$764,272			\$0.00	\$764,272	193,978	
ACT Team - Mental Health Services	15													
Collateral		311	\$3.94											
ssessment		331	\$3.94											
dividual Therapy		341	\$3.94											
roup Counseling		351	\$3.94											
ental Health Rehab.		381	\$3.94											
an Development		391	\$3.94											
CT - Medication Support TOTALS	15	60	\$8.00	38,428 232,405	0	0	0	\$307,422 \$1,071,694		0.00	0.00	\$307,422 \$1,071,694	38,428 232,405	
certify that the information provion accordance with the contract applaims are maintained in our office	oproved for seat the addr	services provid ess indicated.	ed under th	dge, complete e provision of	and accura	ate; the am	ount reques	sted for reimburseme						
Signature:			S	ophie Yakir				•			Date:			
Title:			Grants &	Contracts Ma	nager						Telephone:		831.649.4522	2 ext 214
Send to: MCHDBHFinance@co.monterey.										Beh	avioral Health A	uthorization for Pay	rment	
									Authorized Signatory D					
	•								Aut		,			D

			EXHIBIT G-7: Behav	ioral Health Cost Reir	nbursement Invoic	e						
							Invoice Number:					
Contractor:	Interim, Inc	Cash Flow A	Advance Services									
								- -				
Address Line 1	P.O. Box 3	3222						County PO No.:				
Address Line 2	Monterey, 0	CA 93942										
								Invoice Period:				
Tel. No.:	Tel. No.: (831) 649 -4522  Fax No.: (831) 647-9136											
Fax No.:												
Contract Term:	Final Invoice: (Check if Yes)											
	.,	6 to June 30, 2						(2.12.1				
BH Division:	Mental Hea	Ilth Services										
Service Description	Mode of Service	Service Function Code	Total Annual Contract Amount FY 2020-21	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining					
1_Manzanitas- Adult Crisis Residential: Board & Care	60	40-49	\$ 243,178			-	\$ 243,178					
2_Bridge House-Adult Residential: Board & Care	60	40-49	\$ 90,901			-	\$ 90,901					
3_Community Housing: Housing	60	70	\$ 257,727			-	\$ 257,727	1				
4_Sandy Shores: Housing	60	70	\$ 147,859			-	\$ 147,859	]				
5_Shelter Cove: Housing	60	70	\$ 295,853			-	\$ 295,853	I				
9_McHome: Outreach/MHSA	60	70	\$ 546,943			-	\$ 546,943					
9_McHome: Non-Medi-Cal/PATH Grant	60	70	\$ 96,479			-	\$ 96,479					
10_Dual Recovery Services	60	70	\$ 64,785			-	\$ 64,785					
11_Outreach & Aftercare - Dual Diagnosis /SAMHSA Grant	60	78	\$ 93,279			-	\$ 93,279					
11_Outreach & Aftercare - Dual Diagnosis/MHSA	60	70	\$ 36,651			-	\$ 36,651					
12_Workforce Education & Training	60	70	\$ 163,668			-	\$ 163,668					
13_OMNI_Adult Wellness Center	60	70	\$ 576,868			-	\$ 576,868	]				
15_Peer Partners: Wellness Navigators MHSA/CSS	60	70	\$ 58,386				\$ 58,386					
15_Peer Partners: Transportation Coaching MHSA/Innovations	60	70	\$ 254,630				\$ 254,630	1				
16_ACT Team	60	70	\$ 217,126	\$0.00	0.00	-	\$ 217,126	1				
Total Cash Flow Advance			\$ 3,144,333	\$ -	\$ -	\$ -	\$ 3,144,333	]				
I certify that the information provided above is, to the best of my in accordance with the contract approved for services provided claims are maintained in our office at the address indicated.	knowledge under the p	, complete and rovision of that	d accurate; the amount red t contract. Full justification	quested for reimbursem and backup records to	ent is or those							
Signature:		Sophie	e Yakir		Date:			_				
Title:	<u>-</u>											
								_				
		Behavioral F	lealth Authorization for Pag	yment				Send to: MCHDBHFinance@co.monterey.ca.us				
Authorized Signatory					Date	)		1				

	EXHIBIT G-7: E CARES Act Funds Red			ent	
				Invoice Number:	
Contractor :	Interim, Inc				
Address Line 1	P.O. Box 3222			County PO No.:	
	Monterey, CA 93942			·	
				Invoice Period:	
	831-649-4522				
	831-647-9136 July 1, 2016 - June 30, 2021	Final Invoice:	(Check if Yes)		
BH Bureau:	Mental Health				BH Control Number
Service Description		Total Maximur CARES Ac 07/01/2020 -	t Funds	Total Amount Requested	
Program Expenses Related to COVID	0-19	\$	316,348		
	TOTAL	\$	316,348	\$ -	
PLEASE NOTE: This Invoice must	be accompanied by justification and back-up records as re	equired by the C	ARES Act. See	Attachment 1 to EXHIBIT B	-8 for guidance.
	we and on the previously submitted "Certfication Form" is to the best one public health emergency with respect to COVID-19.	of my knowledge, co	mplete and accu	rate; the requested reimbursemer	nt of CARES Act funds will be used to cover
Signature:					Date:
Title:			-		Telephone:
Send to:	Behavioral Health Claims Section  MCHDBHFinance@co.monterey.ca.us			alth Authorization for Payment	
			Authorized Sig	natory	Date