

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT A-17543
BY AND BETWEEN
THE COUNTY OF MONTEREY AND PARTNERS FOR PEACE**

THIS AMENDMENT NO. 1 is made to MENTAL HEALTH SERVICES AGREEMENT A-17543 by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **Partners for Peace**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-17543 for the provision of culturally relevant parenting classes through the Strengthening Families, Loving Solutions, and Familia Adelante programs as well as for the Rainbow Connections Mental Health Services Act (MHSA) Innovation Plan to serve parents, caregivers and family members of LGBTQ youth in Monterey County in the amount of \$1,032,264 for the term of March 1, 2025 to June 30, 2026; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT A-17543 to add funds in the amount of \$254,093 for Program 3: Rainbow Connections; for a new total Not to Exceed amount of \$1,286,357; and wish to add 1 year to the term for a new term of March 1, 2024 to June 30, 2027;

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

1. Amend EXHIBIT A: PROGRAM DESCRIPTION.
2. Amend EXHIBIT B: PAYMENT AND BILLING PROVISIONS.
3. Amend EXHIBIT G: INVOICE TEMPLATES.
4. Add EXHIBIT J – Behavioral Health Services Act (BHSA) Eligibility and Compliance Requirements.
5. Add EXHIBIT K – Individual Service Level (ISL) Compliance Requirements.
6. Revise the total maximum AGREEMENT amount to \$1,286,357 for the new term of March 1, 2024 to June 30, 2027.

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

1. Section V.A. shall be amended by removing “Term. This Agreement shall be effective **March 1, 2024** and shall remain in effect until **June 30, 2026**.” and replacing it with “Term. This Agreement shall be effective **March 1, 2024** and shall remain in effect until **June 30, 2027**.”
2. EXHIBIT A-1: PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A: shall be construed to refer to EXHIBIT A-1.

3. EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
4. EXHIBIT G-1: INVOICE TEMPLATES replaces EXHIBIT G. All references in the AGREEMENT to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
5. EXHIBIT J: Behavioral Health Services Act (BHSA) Eligibility and Compliance Requirements shall be included in the AGREEMENT as EXHIBIT J.
6. EXHIBIT K: Individual Service Level (ISL) Compliance Requirements shall be included in the AGREEMENT as EXHIBIT K.
7. Except as provided herein, all remaining terms, conditions, and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
8. This AMENDMENT NO. 1 is effective June 30, 2026.
9. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on March 1, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to the Agreement A-17543 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

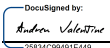
Date: _____

Approved as to Form ¹

By:  _____
County Counsel

Date: 6/3/2026 | 10:15 AM PDT

Approved as to Fiscal Provisions²

By:  _____
Auditor-Controller

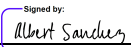
Date: 6/4/2026 | 2:33 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management


Date: _____

Partners for Peace
Contractor's Business Name*

By:  _____
(Signature of Chair, President, or
Vice-President)*
Albert Sanchez, President

Name and Title

Date: 5/28/2026 | 2:50 PM PDT

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

Sarai Galan Treasurer
Name and Title

Date: 5/29/2026 | 11:43 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in Sections 8 or 9

EXHIBIT A-1: PROGRAM DESCRIPTION

PROGRAM 1: RAINBOW CONNECTIONS

I. IDENTIFICATION OF PROVIDER

Partners for Peace
P.O Box 2473, Salinas, CA 93902
855 East Laurel Drive, Bldg. H, Salinas, CA 93905

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

On June 27, 2023, the COUNTY was approved for the Mental Health Services Act (MHSA) Innovation Plan titled “Rainbow Connections”. The Rainbow Connections Innovation Plan has the goal of increasing access to serves for unserved and underserved populations (i.e. LGBTQ youth and their families) and promoting interagency collaboration to result in improved outcomes. Partners for Peace was selected to be one of several participating vendors to support the Rainbow Connections Innovation Plan based on their connection to the parent/caregiver communities across Monterey County, their experience, and concurrent agreement with County of Monterey Behavioral Health Bureau, to implement parenting classes and school-based supports through the School Climate Transformation Grant and Mental Health Student Services Act (MHSSA) as part of Integrated Systems Framework (ISF) implementation.

As a participating vendor in the Rainbow Connections Innovation Plan, Partners for Peace will provide a Family Support Partner (FSP) to serve parents, caregivers and family members of LGBTQ youth in Monterey County. The FSP is to be a peer specialist with shared lived experience who provides culturally responsive education, guidance and support in Family Acceptance Project (FAP) for parents, families and caregivers who are raising a LGBTQ / gender diverse child. The FSP will be bilingual in Spanish and have knowledge and experience in providing support for families with LGBTQ / gender diverse children who experience emotional, behavioral, mental health, developmental or other health challenges. Their role is to increase family acceptance through offering culturally responsive individual and group support, help them to engage, advocate for, and actively participate in obtaining services and care and make informed decisions to reduce their LGBTQ child’s risk of mental health problems and to increase well-being and family connectedness. Additionally, the role of the FSP will be to engage the communities of Monterey County in increasing awareness of the importance of family acceptance for LGBTQ youth through outreach efforts and distribution of FAP informational materials.

B. PROGRAM GOALS

The goal of this program is to build capacity for parents, caregivers and families with LGBTQ youth to understand and affirmatively respond to the complex issues that LGBTQ youth experience, and to provide culturally responsive services and supports for families

of LGBTQ youth. The intended results are to increase family functioning and connectedness, reduce risk and achieve positive mental health outcomes of LGBTQ youth, and promote interagency collaboration for linkage and referrals that will establish an LGBTQ Network of Affirming Care in Monterey County.

C. SERVICE PROVISIONS

Deliverable 1: Rainbow Connections Family Support Partner

1. CONTRACTOR shall serve as a Rainbow Connections collaborative partner with the following roles and responsibilities:
 - a. Attend monthly Rainbow Connections Team Check-In meetings with all direct service staff to share project updates and support cross-agency collaboration for planning, implementation, and evaluation of the Rainbow Connections Innovation Plan.
 - b. Attend bimonthly meetings with the MCBH Rainbow Connections Project Lead, including all CONTRACTOR direct service staff. Meetings will feature a structured review of deliverables recorded in the Rainbow Connections Activity Tracking Log, as well as collaborative coordination and planning of CONTRACTOR services and supports.
 - c. Participate in monthly Rainbow Connections Leadership Team meetings with executive-level representatives from all collaborative partner agencies. Meetings shall focus on information sharing, strategic planning, interagency decision-making, resource alignment, and county level coordination to guide the implementation, sustainability, and evaluation of the Rainbow Connections Innovation Plan.
 - d. Participate in ad hoc meetings with school personnel, community-based organizations, and Rainbow Connections collaborative partners that support the implementation of the Rainbow Connections Innovation Plan.
 - e. Submit referrals to the Rainbow Connections Provider Network via the MCBH Rainbow Connections webpage when CONTRACTOR identifies need(s) for LGBTQ+ youth and their families that fall outside the Scope of Work in this agreement.
 - f. Facilitate weekly virtual FAP-informed support groups for English-speaking parents and caregivers of LGBTQ+ children and youth.
 - g. Form and facilitate FAP-informed in-person support groups for Spanish-speaking parents of LGBTQ+ youth in Monterey County upon request as

needs arise.

- h. Provide one-to-one culturally responsive support in English and Spanish for families of LGBTQ+ youth within Monterey County in school or community-based settings.
- i. Organize, coordinate, schedule, promote, and deliver the Rainbow Connections Welcoming Families Series for school sites and districts upon request. Sessions shall align with the identified needs of parents and caregivers within the learning community and shall incorporate topics facilitated by Rainbow Connections collaborative partners based on areas of expertise.
- j. Organize, coordinate, promote, and host two countywide community-building events to foster connection and solidarity among LGBTQ+ youth and their families and to provide opportunities for mutual support and affirmation. Events shall include, but are not limited to, Hearts of All Kinds and the Rainbow Connections Parent Recognition Celebration and shall involve coordination with and participation from Rainbow Connections collaborative partners.
- k. Participate in and support events, meetings, and activities hosted by Rainbow Connections collaborative partners, as appropriate to CONTRACTOR's role. CONTRACTOR shall ensure attendance by relevant staff and contribute to coordinated efforts that advance the goals of the Rainbow Connections Innovation Plan.
- l. Coordinate with Rainbow Connections collaborative partners, including both site-assigned and itinerant providers, to ensure alignment and integration of Rainbow Connections resources across school sites. Coordination shall include sharing schedules, planning joint activities and presentations when feasible, and maintaining regular communication throughout coordination, without requiring site-assigned Rainbow Connections providers to travel beyond their designated school assignments.
- m. Perform school- and community-based marketing, education, and outreach to promote Rainbow Connections offerings including:
 - i. Developing and maintaining website content for Rainbow Connections CONTRACTOR offerings in accordance with the branding style guide. Website shall include information on CONTRACTOR events, available services and supports, as well as links to all Rainbow Connections collaborative partner websites.

- ii. Posting CONTRACTOR Rainbow Connections project offerings on Instagram at least once monthly in accordance with the branding style guide and sending an Invitation to Collaborate to each Rainbow Connections collaborative partner per post.
- iii. Sharing promotional flyers for local Rainbow Connections offerings with CONTRACTOR's school and professional networks across Monterey, San Benito, and Santa Cruz Counties upon receipt of promotional materials sent via email.
- iv. Sharing promotional flyers for Rainbow Connections Master Class Series trainings across regional, statewide, and national professional networks upon receipt of promotional materials sent to CONTRACTOR via email.
- v. Developing, printing, publishing, and distributing Rainbow Connections resources, materials, identity items (SWAG) and promotional flyers throughout school, community and professional networks and at community resource fairs, including psychoeducational materials from the 2026 Rainbow Connections Everyone Belongs Digital Campaign.
- vi. Distributing Family Acceptance Project (FAP) Healthy Futures posters at community and school outreach events and in resource materials provided in all parenting courses offered by CONTRACTOR which includes Parent Project, Loving Solutions, Strengthening Families and Familia Adelante.
- vii. Using Rainbow Connections email signature designs for all related communications.
- viii. Advertising CONTRACTOR's Rainbow Connections services and events on Spanish-language radio on a quarterly basis.
- ix. Developing and delivering FAP-informed and LGBTQ+ affirming parent and caregiver trainings for the Rainbow Connections Welcoming Families Series, Cafecitos and other community-based settings, in collaboration with Rainbow Connections partners when possible and indicated.
- x. Developing and delivering workshop offerings for the Queer, Trans & Allied Summit of the Central Coast in coordination with Rainbow Connections collaborative partners.
- n. Contribute to the Rainbow Connections Blueprint by developing parenting related content that reflects and aligns with the needs of LGBTQ+ youth. All contributions shall be culturally responsive and consistent with best practices supporting the safety, mental health, and well-being of LGBTQ+ youth across

home, school, and community settings.

- o. Any other duties mutually agreed upon in writing that support successful implementation of the Rainbow Connections Innovation Plan.

Deliverable 2: Rainbow Connections Ad Hoc Services and Supports

1. CONTRACTOR may be tasked with providing Ad Hoc Services and Supports, as needed. Given the innovative nature and evolving methods to implement the Rainbow Connections Innovation Plan, CONTRACTOR may be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: enlisting additional staff or subject matter experts, engagement of translation services, unanticipated licensing or material expenses, etc. All tasks and associated reimbursement to be completed under the Ad Hoc Services and Supports budget shall be agreed upon by COUNTY and CONTRACTOR prior to execution.

D. ROYALTIES AND LICENSE

County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of a similar nature produced in the course of or under this Agreement. CONTRACT shall not publish any such material without the prior written approval of County.

E. PROGRAM ELIGIBILITY and POPULATION OF FOCUS

The primary population of focus to be served and benefit through this project are LGBTQ Youth up to age 24 and their families. Participation in FSP-provided trainings and consultation will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 1/2/3 teams.

F. MEETING COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or designee to review contract implementation; contract usage; and to provide a program status including, but not limited to, grant reporting requirements, hiring, and any other relevant issues.

G. REPORTING REQUIREMENTS

1. Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions for submission procedure or format of reporting as required by the State Mental Health Services Oversight and Accountability Commission (MHSOAC) and COUNTY. Reports shall be in compliance with MHSA regulations and formats defined by COUNTY. Reports shall be submitted

on a quarterly basis, no later than thirty (30) days following the end of each month, to MCBH's designated Contract Monitor.

2. Additionally, quarterly reports shall include, but not be limited to, the following data:
 - Activities and engagements associated with FAP
 - Description of trainings, group consultations and individual consultations provide by FSP.
 - Number and demographics of individuals receiving training from FSP
 - Number and demographics of individuals receiving group consultation from FSP
 - Number and demographics of individuals receiving individual consultation from FSP
 - Activities and engagements associated with other Rainbow Connections vendors
 - Number and type of Rainbow Connections service referrals provided to participants
 - Number of FAP Healthy Futures posters distributed in school and community settings, including participants in parenting classes provided by Partners for Peace (Strengthening Families, Loving Solutions, Parent Project and Familia Adelante)
3. CONTRACTOR shall comply with documentation, data collection, and reporting requirements specified in Exhibit J (Standard BHSA Terms).
4. CONTRACTOR shall comply with Individual Service Level (ISL) data collection and reporting requirements specified in Exhibit K.

G. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road,
Salinas, CA 93906
(831) 647-7651
RodenbushKM@countyofmonterey.gov

EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY’S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B 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 RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services. Rendering Staff Type shall provide services according to the Monterey County Behavioral Health Specialty Mental Health Services Documentation Manual, Scope of Practice.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total amount not to exceed **\$1,286,357**.

Program Summary

Program	FY 2024-2025*	FY 2025-2026	FY 2026-2027	Total Amount
Program 1: Culturally Relevant Parenting Classes	\$70,668	\$212,004	-	\$282,672
Program 2: Interconnected Systems Framework	\$67,088	\$178,780 <i>(09/01/25 – 06/30/26)</i>	-	\$245,868
Program 3 Deliverable 1: Rainbow Connections Family Support Partner	\$108,500	\$340,224	\$244,093	\$692,817
Program 3 Deliverable 2: Rainbow Connections Ad Hoc Services and Supports	\$20,000	\$20,000	\$10,000	\$50,000
Program 4: Behavioral Health Services Act Community Program Planning Process Activities and Support	-	\$15,000	-	\$15,000
Total	\$266,256	\$766,008	\$254,093	\$1,286,357

Program 1: Culturally Relevant Parenting Classes

Fiscal Year (FY)	Monthly Invoice Amount <i>(rounded to the nearest dollar)</i>	Total Annual Amount
FY 2024-25*	\$17,667 *(March 1, 2025 – June 30, 2025)	\$70,668
FY 2025-26	\$17,667 (July 1, 2025 – June 30, 2026)	\$212,004
Total Maximum Annual Amount for FY 2024-26		\$282,672

Program 2: Interconnected Systems Framework (ISF)

Fiscal Year (FY)	Monthly Invoice Amount <i>(rounded to the nearest dollar)</i>	Total Annual Amount
FY 2024-25*	\$16,772 *(March 1, 2025 – June 30, 2025)	\$67,088
FY 2025-26	\$17,878 (September 1, 2025 – June 30, 2026)	\$178,780
Total Maximum Annual Amount for FY 2024-25		\$245,868

Program 3: Rainbow Connections Services and Support

Fiscal Year (FY)	Deliverable	Monthly Invoice Amount <i>(rounded to the nearest dollar)</i>	Total Annual Amount
FY 2024-25	1	\$27,125 (3/1/25-06/30/25)	\$108,500
FY 2024-25	2	N/A	\$20,000
FY 2025-26	1	\$28,352 (7/01/2025-6/30/26)	\$340,224
FY 2025-26	2	N/A	\$20,000
FY 2026-27	1	\$20,341	\$244,093
FY 2026-27	2	N/A	\$10,000
Total Maximum Annual Amount for FY 2024-26			\$448,724

Program 4: Behavioral Health Services Act (BHSA) Community Program Planning Process (CPPP) Activities and Support

Fiscal Year (FY)	Amount	Total Annual Amount
FY 2024-2025	-	-
FY 2025-2026	\$15,000 (July 1, 2025 – June 30, 2026)	\$15,000
Total Maximum Annual Amount for FY 2024-2026		\$15,000

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 Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

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

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

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

MCHDBHFinance@countyofmonterey.gov

- 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.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually

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

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,286,357** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
March 1, 2025 to June 30, 2025	\$266,256
July 1, 2025 to June 30, 2026	\$766,008
July 1, 2026 – June 30, 2027	\$254,093
TOTAL MAXIMUM COUNTY OBLIGATION:	\$1,286,357

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

VI. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY’S claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

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

- A. The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.
- B. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

- C. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- D. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime 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.
- E. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified

and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

- F. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- G. 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.
- H. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- I. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- J. 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 II (Method of Payments for Amounts Due to County) of this Agreement.
- K. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- L. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.
- 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) 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) 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, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT G-1: INVOICE TEMPLATE

EXHIBIT G-1: Behavioral Health Invoice Form

Contractor : Partners for Peace	Invoice Number : _____
Address Line 1 P.O. Box 2473	County PO No.: _____
Address Line 2 Salinas, CA 93902	Invoice Period : _____
Tel. No.: 831.726.6479	
Fax No.: _____	
Contract Term: March 1, 2025 - June 30, 2027	Final Invoice : (Check if Yes) <input type="checkbox"/>
BH Division : Mental Health Services	BH Control Number _____

Payment Provisions	Total Maximum Amount FY 2026-27	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program 3 - Deliverable 1 - Rainbow Connections Services and Supports Monthly rate not to exceed amount listed in Exhibit B	\$244,093			\$244,093	100%
Program 3 - Deliverable 2 - Ad Hoc Services and Supports	\$10,000			\$10,000	100%
TOTALS	\$254,093			\$254,093	

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

Signature: _____
Title: _____

Date: _____
Telephone: _____

Send to:	MCHDBHFinance@countymonterey.gov

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

EXHIBIT J: BEHAVIORAL HEALTH SERVICES ACT (BHSA) ELIGIBILITY AND COMPLIANCE REQUIREMENTS

This Exhibit is incorporated into and made part of the Agreement between CONTRACTOR and COUNTY for services funded in whole or in part with Behavioral Health Services Act (BHSA) funds. This Exhibit governs any portion of the Agreement funded in whole or in part with BHSA funds, regardless of whether other funding sources are included in the Agreement.

This Exhibit establishes uniform eligibility, coverage and billing, documentation, data collection, reporting, and compliance requirements applicable to all services or activities supported by BHSA funds under this Agreement, regardless of funding component or service classification.

In the event of any conflict between this Exhibit and other provisions of the Agreement, this Exhibit shall control with respect to BHSA-funded services to the extent necessary to ensure compliance with applicable BHSA statutes, regulations, and guidance issued by the California Department of Health Care Services (DHCS).

CONTRACTOR acknowledges that BHSA requirements may be modified or clarified during the term of this Agreement and shall comply with any additional or revised state or federal requirements applicable to BHSA-funded services.

CONTRACTOR agrees to comply with the most current version of the BHSA County Policy Manual, as amended from time to time, including all future DHCS updates issued after the execution of this Agreement.

Failure to comply with this Exhibit may constitute a material breach of the Agreement and may result in corrective action, withholding of payment, or other remedies available under the Agreement.

Service Eligibility Criteria:

The following eligibility criteria apply to services funded in whole or in part with BHSA funds under this Agreement. CONTRACTOR shall document and maintain evidence of eligibility in the client record sufficient to support compliance with applicable BHSA component requirements.

EI Outreach Services and Access and Linkage to Care Services

CONTRACTOR shall prioritize early Intervention Outreach and Access and Linkage to Care services to BHSA-eligible individuals who fall into state-designated priority groups:

- Children and Youth (≤ 25 years) who are any of the following:
 - Chronically homeless, experiencing homelessness, or at risk of homelessness;
 - In, or at risk of being in, the juvenile justice system;
 - Reentering the community from a juvenile correctional facility;
 - In the child welfare system (pursuant to W&I Code §§ 300, 601, or 602); or
 - At risk of institutionalization (e.g., placement in inpatient or long-term care).
- Adults and Older Adults (≥ 26 years) who are any of the following:
 - Chronically homeless, experiencing homelessness, or at risk of homelessness;
 - In, or at risk of being in, the criminal justice system;

- Reentering the community from state prison or county jail;
- At risk of conservatorship (meeting criteria for potential LPS conservatorship); or
- At risk of institutionalization (e.g., placement in inpatient, skilled nursing, or other long-term care settings).

BHSA Eligible Children, Youth, and Transitional Age Youth (TAY)

CONTRACTOR shall provide services to individuals who meet the following criteria:

- The individual has at least one diagnosis of a moderate or severe substance use disorder from the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of tobacco-related disorders and non-substance-related disorders.

OR

- The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- The individual meets both of the following requirements below:
 - The individual has at least one of the following:
 - A significant impairment
 - A reasonable probability of significant deterioration in an important area of life functioning
 - A reasonable probability of not progressing developmentally as appropriate.
 - A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- The individual's condition above is due to one of the following:
 - A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - A suspected mental health disorder that has not yet been diagnosed.
 - Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

BHSA Eligible Adults and Older Adults

CONTRACTOR may provide BHSA-funded services and supports to individuals who meet the following criteria:

- Individuals must:
 - Have at least one diagnosis of a moderate or severe substance use disorder from the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of tobacco-related disorders and non-substance-related disorders.
- OR
- The individual meets the following criteria:
 - The beneficiary has one or both of the following:
 - Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - A reasonable probability of significant deterioration in an important area of life functioning.

AND

- The beneficiary's condition above is due to either of the following:
 - A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - A suspected mental disorder that has not yet been diagnosed.

BHSA Eligible Adults and Older Adults (Full Service Partnerships)

CONTRACTOR may provide Full Service Partnership services to BHSA-eligible individuals who meet the additional following criteria:

- Individuals must meet at least one of the following priority populations
 - Are chronically homeless or experiencing homelessness or at risk of homelessness
 - Are in, or at risk of being in, the justice system
 - Are reentering the community from state prison or county jail
 - Are at risk of conservatorship
 - Are at risk of institutionalization

BHSA Eligibility for Housing Interventions

CONTRACTOR shall provide Housing Intervention services or supports to BHSA-eligible individuals who meet the following criteria upon intake of services. Once an individual is determined to meet the definition of chronically homeless, that status may be maintained for the duration of enrollment. Any individual identified as Chronically Homeless prior to July 1, 2026 will maintain their status as chronically homeless throughout enrollment of services.

- a. At-Risk of Homelessness
 - 1. An individual or family who:
 - Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an

emergency shelter or another place described in paragraph (1) of the “Experiencing Homeless” definition in this section; and

- Meets one of the following conditions:
- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- Is living in the home of another because of economic hardship;
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 30 days after the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- An individual or family is not required to have an annual income below 30 percent of median family income for the area in order to qualify as at risk of homelessness for purposes of BHSA-funded services.
- Experiencing Homelessness
- An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

- An individual who is exiting an institution who was homeless immediately prior to entering that institution or carceral stay or became homeless during that stay.
- An individual or family who will imminently lose their primary nighttime residence, provided that:
 - The primary nighttime residence will be lost within 30 days of the date of application for homeless assistance;
 - No subsequent residence has been identified; and
 - The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- Any individual or family who:
 - Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - Has no other residence; and
 - Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- Chronically Homeless
 - A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and
 - Has been “experiencing homelessness” or “at risk of homelessness” as defined above on any number of occasions in the last 3 years, as long as the combined occasions equal at least 12 months;

OR

- An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility and met all of the criteria in paragraph (1) of this definition, before entering that facility;

OR

- A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Anyone who was homeless, at risk of homelessness, or chronically homeless prior to the receipt of Transitional Rent or MHSA-funded housing who transitions to Housing Interventions shall retain that respective status under BHSA.

Third-Party Coverage, Billing, and Non-Supplantation Requirements

This section applies only to services that are funded with BHSA dollars and are also potentially eligible for payment under Medi-Cal, a Medi-Cal Managed Care Plan (MCP), commercial insurance, Medicare, or other health coverage. Requirements below shall be implemented consistent with COUNTY billing instructions and processes.

If CONTRACTOR delivers services that are both (a) funded by BHSA and (b) covered by the COUNTY's Medi-Cal BHDS (Specialty Mental Health Services and/or Drug Medi-Cal/DMC-ODS) and CONTRACTOR is eligible to participate, CONTRACTOR shall participate in the COUNTY's Medi-Cal BHDS as required by COUNTY. Participation may include, as applicable based on provider type and service type, credentialing, certification pathways, Medi-Cal enrollment through state systems, and contracting steps required to claim Medi-Cal.

At the time an individual first seeks BHSA-funded services, unless crisis or urgent services are needed immediately, CONTRACTOR shall inquire whether the individual has Medi-Cal and other health coverage (including MCP enrollment and commercial insurance).

If the individual reports Medi-Cal, CONTRACTOR shall request to view the Benefits Identification Card when available and shall confirm enrollment and other health coverage status using COUNTY-approved eligibility verification methods.

If the individual reports being uninsured or declines to answer, CONTRACTOR shall document the response and, if sufficient information is available, check enrollment status using COUNTY-approved verification methods. CONTRACTOR shall refer the individual for eligibility screening and enrollment support through the Department of Social Services or other COUNTY-designated process.

For individuals receiving ongoing services whose Medi-Cal or other coverage status is unknown or uninsured at entry, CONTRACTOR shall conduct a new coverage check at least monthly and document the results.

For BHSA-funded services that are covered by the COUNTY's Medi-Cal BHDS and provided to an individual enrolled in Medi-Cal, CONTRACTOR shall submit claims to the COUNTY's Medi-Cal BHDS in accordance with Medi-Cal billing rules and COUNTY claiming processes. If

a claim is denied due to billing deficiencies, CONTRACTOR shall correct and resubmit the claim consistent with COUNTY instructions.

For BHSA-funded non-specialty mental health services (NSMHS) and non-specialty substance use disorder services that are covered by a Managed Care Plan (MCP), BHSA funds must only be used when the participant is ineligible for Medi-Cal Managed Care Plan coverage, the MCP does not offer the service in the county, or the benefit limit for the service has been fully utilized. CONTRACTOR shall make a good faith effort to seek reimbursement from the MCP, including obtaining plan billing requirements, pursuing network agreements or other arrangements when appropriate, and submitting claims consistent with plan requirements.

For individuals with commercial insurance, when a BHSA-funded service is covered by the individual's commercial plan, CONTRACTOR shall make a good faith effort to:

- check commercial insurance status;
- seek required prior authorization when applicable; and
- submit claims in accordance with the plan's billing requirements, including as an out-of-network provider where applicable, and consider network agreements, letters of agreement, or single case agreements when appropriate for higher-cost or longer-duration services.

If a commercial plan or MCP imposes obstacles to payment, denies claims inconsistently with plan requirements, fails to timely reimburse, or impedes good faith contracting efforts, CONTRACTOR shall promptly notify COUNTY and provide supporting documentation requested by COUNTY. CONTRACTOR shall cooperate with COUNTY in efforts to elevate concerns to appropriate agencies, which may include DMHC, CDI, and/or DHCS Third-Party Liability and Recovery Division, as applicable.

For services funded under BHSA Housing Interventions, CONTRACTOR shall not use BHSA Housing Interventions funds for Housing Intervention services, including rent, that are covered by a Medi-Cal MCP. The flexibility to use BHSA funds before exhausting MCP reimbursement does not override this Housing Interventions restriction.

CONTRACTOR shall not use BHSA Housing Interventions funds for any service, including rent, that is covered by a Medi-Cal Managed Care Plan.

CONTRACTOR shall not structure services, documentation, or billing practices in a manner that results in BHSA funds wholly paying for services that Medi-Cal or commercial payers are obligated to cover when those services are otherwise claimable. CONTRACTOR shall maintain documentation sufficient to demonstrate compliance with the requirements in this section, including coverage checks, billing actions, claim outcomes, and corrective actions.

CONTRACTOR shall participate in COUNTY billing training, technical assistance, and corrective action processes related to these requirements, as requested by COUNTY. CONTRACTOR shall comply with applicable requirements in the BHSA County Policy Manual and DHCS guidance, including updates issued during the term of the Agreement.

Documentation, Data Collection, and Reporting Requirements

This section establishes documentation, data collection, system entry, validation, and reporting requirements applicable to BHSA-funded services under this Agreement. CONTRACTOR

acknowledges that these requirements are necessary to enable COUNTY to meet statutory planning, reporting, fiscal accountability, suballocation, and reversion obligations under the Behavioral Health Services Act.

CONTRACTOR shall collect, maintain, and submit documentation and data necessary for COUNTY to comply with all applicable BHSA statutory, regulatory, and reporting obligations, including but not limited to the Integrated Plan (IP), Annual Updates, Intermittent Updates, the Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR), suballocation tracking, and reversion calculations.

CONTRACTOR's obligation to comply with BHSA reporting requirements is ongoing and does not depend solely upon individualized written direction from COUNTY. CONTRACTOR shall comply with COUNTY-issued reporting instructions, data definitions, templates, and technical guidance issued during the term of the Agreement.

For BHSA-funded non-hospital, non-NTP mental health and substance use disorder services, CONTRACTOR shall comply with documentation requirements established in BHIN 23-068, effective July 1, 2026.

Documentation shall be sufficient to:

- Support medical necessity where applicable;
- Support service authorization and claiming integrity;
- Demonstrate that services delivered align with identified needs;
- Substantiate billed units or reported service encounters.

Where a program includes both clinical services and non-clinical services (e.g., outreach, housing navigation, supportive services), BHIN 23-068 documentation requirements apply only to the clinical service components. Non-clinical components shall follow alternative documentation standards as directed by the COUNTY.

Documentation exceptions identified in the BHSA County Policy Manual (e.g., housing services, certain outreach activities where collecting identifying information is not feasible) shall apply only to the extent permitted by COUNTY guidance.

CONTRACTOR shall enter required service and participant data into COUNTY-designated systems in accordance with COUNTY-established timeliness standards.

CONTRACTOR shall participate in data validation, reconciliation, and corrective action processes.

CONTRACTOR shall correct identified data deficiencies within timeframes established by COUNTY.

CONTRACTOR shall provide source documentation sufficient to support reported services, expenditures, outcomes, and participant classifications.

CONTRACTOR shall implement additional reporting, documentation, fidelity monitoring, or performance measurement requirements issued by DHCS and communicated by COUNTY during the term of the Agreement. Implementation includes modification of internal workflows, data systems, and documentation practices as necessary for COUNTY compliance.

For services funded under the BHSA Housing Interventions component:

CONTRACTOR shall participate in COUNTY's HMIS in accordance with HUD HMIS Data Standards and COUNTY participation requirements.

CONTRACTOR shall collect and enter required HUD Universal Data Elements, HUD Common Data Elements, and any additional federal partner elements applicable to Housing Interventions participants.

CONTRACTOR shall comply with COUNTY-established data quality standards, timeliness requirements, and validation procedures for HMIS data entry.

CONTRACTOR shall submit data applicable to funded services sufficient to enable COUNTY to report on:

- Chronically homeless set-aside compliance;
- Capital development limitations;
- Housing placement, retention, and related outcomes;
- Encampment-focused interventions where applicable.

EXHIBIT K: INDIVIDUAL SERVICE LEVEL (ISL) COMPLIANCE REQUIREMENTS

Purpose

This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.

Under BHSA, COUNTY is required to report non-Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR agrees to comply with all ISL and reporting requirements as specified by DHCS or COUNTY, recognizing that DHCS-issued instructions, bulletins, or guidance become binding as of their effective date, whether communicated directly or via COUNTY.

The ISL data collection and reporting requirements set forth in this Exhibit shall become effective January 1, 2027. Prior to this date, CONTRACTOR shall not be subject to ISL reporting compliance or performance requirements. CONTRACTOR shall participate in implementation planning and data readiness activities as requested by COUNTY.

Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

Services and Expenditures Subject to ISL Reporting

CONTRACTOR shall collect and report ISL data for COUNTY-funded services and expenditures subject to this Exhibit.

Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

ISL Reporting Codes

CONTRACTOR shall comply with all documentation, reporting, and coding requirements established by DHCS, including Behavioral Health Information Notices (such as BHIN 23-068) and the standardized Behavioral Health Care Continuum, effective as of the date specified by DHCS and/or COUNTY.

Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or “whatever-it-takes” expenditures
- Other non-clinical supports funded by COUNTY

Data Collection and Documentation

CONTRACTOR shall collect and maintain documentation as specified by DHCS and consistent with current Medi-Cal and Policy Manual standards, including all required documentation elements and BHINs, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support
- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.

CONTRACTOR shall ensure all submitted ISL data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

Data Submission Requirements

CONTRACTOR shall:

1. Submit ISL data in the form, format, and manner specified by COUNTY;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

Compliance with DHCS and COUNTY Guidance

CONTRACTOR shall comply with all current and future BHS and ISL-related reporting requirements, including DHCS guidance, BHINs, SPAs, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date, regardless of COUNTY notification.

Systems Capability

CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL data elements in accordance with COUNTY specifications.

Monitoring, Audit, and Record Retention

CONTRACTOR shall retain documentation supporting ISL-reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

Noncompliance and Remedies

Timely and accurate ISL reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.