

**AMENDMENT NO. 2 TO AGREEMENT A-16733  
BETWEEN COUNTY OF MONTEREY  
AND  
GENDER HEALTH TRAINING INSTITUTE, LLC**

**THIS AMENDMENT No. 2** is made to AGREEMENT A-16733 by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and **GENDER HEALTH TRAINING INSTITUTE, LLC**, (hereinafter to as “CONTRACTOR”).

**WHEREAS**, the COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of training, coaching, and consultation services for the total maximum liability amount of \$90,000 for the term of March 4, 2024 to June 30, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the AGREEMENT with Amendment No. 1 to extend the term for one year and modify the scope of work to add a suite of training programs and management services and add \$755,000 for a total maximum liability amount of \$845,000 for the term of March 4, 2024 to June 30, 2026; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT with Amendment No. 2 to extend the term for one year and modify the scope of work by adding the work of supporting the development of the Rainbow Connections digital framework (Digital Blueprint) and adding Exhibit J, Behavioral Health Services Act (BHSA) Terms to comply with the requirements of the BHSA with no change to the total maximum liability amount of \$845,000 for the term of March 4, 2024 to June 30, 2027.

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

1. 3.0 TERM OF AGREEMENT, SECTION 3.01 shall be amended by removing “*The term of this Agreement is from March 4, 2024 to June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement*” and replacing it with “*The term of this Agreement is from March 4, 2024 to June 30, 2027 unless sooner terminated pursuant to the terms of this Agreement.*”
2. EXHIBIT A-2, SCOPE OF SERVICE/PAYMENT PROVISIONS, replaces EXHIBIT A-1, SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to Exhibit A-1 shall be construed to refer to Exhibit A-2.

- 3. Exhibit C-2, INVOICE FORM, replaces EXHIBIT C-1, INVOICE FORM. All references in the Agreement to Exhibit C-1 shall be construed to refer to Exhibit C-2.
- 4. Exhibit J, BHSA TERMS, is hereby added as an Exhibit to the Agreement.
- 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. 2 shall be effective as of July 1, 2026.
- 5. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT executed by the County on March 4, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to AGREEMENT A-16733 as of the day and time written below.

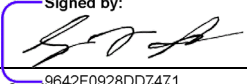
**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
County Purchasing Agent

Gender Health Training Institute  
Contractor's Business Name

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

Signed by:  
  
By: \_\_\_\_\_  
9642F0928DD7471...  
(Signature of Chair, President or Vice President)\*

Shawn V. Giammattei

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

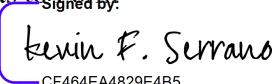
\_\_\_\_\_  
Name and Title

5/18/2026 | 6:12 PM PDT

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

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

Approved as to Form

Signed by:  
  
By: \_\_\_\_\_  
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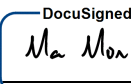
(County Counsel)<sup>1</sup>

5/25/2026 | 12:43 PM PDT

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

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

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:  
  
By: \_\_\_\_\_  
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5/26/2026 | 10:44 PM PDT

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

\_\_\_\_\_  
Name and Title

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

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

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

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

\*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.

<sup>1</sup> Approval by County Counsel is required.

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

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

## **EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS**

**I. PURPOSE:** To support the implementation of the Rainbow Connections Innovations project by developing a digital framework (Digital Blueprint) and providing consultation, and promotion to support the delivery of training in Behavioral Healthcare to understand and address the needs of LGBTQ+, Transgender and Gender-diverse populations to better prepare behavioral health and education professionals in understanding/implementing best practices for integrated gender affirming health care.

**II. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from Upon Execution to June 30, 2027.

### **III. SCOPE OF WORK**

**PROGRAM GOALS AND OBJECTIVES:** The CONTRACTOR shall support the development of the Rainbow Connections digital framework (Digital Blueprint), provide consultation, host the virtual Master Class series, and otherwise do all things necessary for, or incidental to, the performance of work. The focus of all activities shall be on building the capacity of participants/users to increase knowledge and skills to increase knowledge and skills to better understand and support the needs of LGBTQ+ individuals and their support systems.

#### **A. DIGITAL BLUEPRINT**

1. Convert existing Rainbow Connections training materials into a structured digital curriculum framework. Activities shall include, but not be limited to:
  - a. Reviewing and synthesizing 13 existing three-hour recorded trainings.
  - b. Extracting essential knowledge, competencies, and system level expectations.
  - c. Redesigning content to emphasize key professional knowledge and implementation practices.
  - d. Developing structured modules for integration into the Rainbow Connections Digital Blueprint.
  - e. Aligning content with evidence-informed affirming care practices.
2. Collaborate with Rainbow Connections contracted trainers and partner agencies to ensure consistency and quality across all materials. Activities shall include, but not be limited to:
  - a. Supporting external trainers in refining and adapting their content.
  - b. Integrating materials from partner sources, including Infinite Diversity, the Family Acceptance Project, and the Clinical Master Class Series.
  - c. Editing and aligning all materials to the Digital Blueprint framework.
  - d. Ensuring consistency in tone, structure, and learning objectives.

3. Training facilitation
  - a. Facilitating 10 live virtual trainings for educators and school-based providers aligned with Digital Blueprint competencies.

## **B. CONSULTATION**

1. Provide clinical consultation services to support Rainbow Connections providers in delivering gender affirming care. Activities shall include, but not be limited to:
  - a. Up to five (5) consultation sessions.
  - b. Focus on application of training concepts, implementation challenges, and clinical considerations.
2. Provide ongoing technical consultation and instructional design guidance to support development of the Digital Blueprint. Activities shall include, but not be limited to:
  - a. Advising on Articulate based module development.
  - b. Supporting content structuring, sequencing, and user experience.
  - c. Assisting with troubleshooting and iteration.
  - d. Translating long form training content into concise digital learning components.

## **C. TRAINING AND PROMOTION**

1. Promote, coordinate, and deliver the Rainbow Connections Master Class Series virtual training offerings. Activities include, but are not limited to:
  - a. Hosting 10 virtual 1-hour trainings on the Gender Health Training Institute (GHTI) platform.
  - b. Recording individual trainings and making them accessible on the Rainbow Connections Digital Library GHTI website.
  - c. Developing promotional flyers in accordance with branding and providing them to Rainbow Connections Project Lead at least 8 weeks prior to training date. Promotional flyers shall include 1 flyer with all offerings listed in the Master Class Series and flyers for each individual offering.
  - d. Listing and maintaining Rainbow Connections Master Class Series training offerings on GHTI website in accordance with the branding style guide.
  - e. Posting all CONTRACTOR's Rainbow Connections training offerings on Instagram at least 1 month prior to training date and issuing Invitations to Collaborate to all partner agencies for each post.
  - f. Sharing promotional flyers for each session in the Rainbow Connections Master Class Series across regional, statewide, and national professional networks.
  - g. Using Rainbow Connections email signature designs for all related communication.
  - h. Accepting Instagram Invitations to Collaborate from Rainbow Connections providers within 48 hours of receipt.

**D. MEETINGS**

1. Attend specified meetings as listed below and others as may be scheduled.
  - a. Monthly Rainbow Connections Check-In meetings to share project updates and support cross-agency collaboration for planning, implementation, and evaluation of the Rainbow Connections Innovation Plan.
  - b. Bi-monthly meetings with the MCBH Rainbow Connections Project Lead for a structured review of deliverables recorded in the Rainbow Connections Activity Tracking Log and collaborative coordination and planning of CONTRACTOR’s services and supports.
  - c. Participate in monthly Rainbow Connections Executive Team meetings with leadership 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.

**E. OTHER**

1. Submit referrals to the MCBH Rainbow Connections Provider Network when CONTRACTOR identifies needs for LGBTQ+ youth and their families outside the Scope of Work of this Agreement.
2. Enter all deliverables on the Rainbow Connections Activity Tracking Log on a monthly basis to be included in the Rainbow Connections 2026-2027 Annual Report.
3. Provide specific training data as needed within 5 working days of request.
4. Other duties mutually agreed upon in writing that support successful implementation of the Rainbow Connections Innovation Project.

**IV. DESIGNATED CONTRACT MONITOR**

Kacey Rodenbush, LMFT  
Behavioral Health Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
299 12<sup>th</sup> Street, Suite A  
Marina, CA 93933  
(831) 647-7908

**V. RATES**

Activity	Hourly Rate
Consultation (Client Care)	\$400
Curriculum Development/Distillation of Courses	\$400

Content Development/Trainer Integration	\$200
Technical Assistance / Articulate Development Support	\$200
Training Delivery	\$300
Digital Transition & LMS Support	\$200
Marketing & Promotion	\$200
	\$200
Evaluation & Reporting / CE Provision	
Administrative & Technical Coordination	\$200

**VI. PAYMENT PROVISIONS**

**A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$845,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the rates shown in Section V. Rates in accordance with the following terms.

- B.** These will cover all expenses related to the services including preparation and supplies/materials. There shall be no travel reimbursement allowed during this Agreement. These rates are all-inclusive.
- C.** To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County Health Department. Specifically, CONTRACTOR shall submit its invoice on Exhibit C-2 – Invoice Form to COUNTY to reach the Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service.
- D.** CONTRACTOR shall submit via email a monthly claim using Exhibit C-2 – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

**VI. CONTRACTORS BILLING PROCEDURES**

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. 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 promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- C. 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) 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.

**VII. 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 not to exceed for services rendered under this Agreement for the period of **Upon Execution to June 30, 2027.**
- B. Maximum Liability Amount:

<b>TERM</b>	<b>AMOUNT</b>
Upon Execution to June 30, 2027	\$845,000
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$845,000</b>

**EXHIBIT C-2**

**COUNTY OF MONTEREY BEHAVIORAL HEALTH - INVOICE FORM**

<b>Contractor :</b>	Gender Health Trainng Institute, LLC
<b>Address Line 1</b>	1049 4th Street, STE G, Santa Rosa, CA 95404
<b>Address Line 2</b>	
<b>Tel. No.:</b>	(415) 722-7134
<b>Fax No.:</b>	

**Invoice Number :** \_\_\_\_\_  
**County PO No.:** \_\_\_\_\_  
**Invoice Period :** \_\_\_\_\_

<b>Contract Term:</b>	March 4, 2024- June 30, 2027
<b>BH Division :</b>	

**Final Invoice** BH Control Number

Rates of Payment	Hourly Rate	Dollar Amount Requested this Period
Consultation (Client Care)	\$ 400.00	
Curriculum Development/Distillation of Courses	\$ 400.00	
Content Development/Trainer Integration	\$ 200.00	
Technical Assistance / Articulate Development Support	\$ 200.00	
Training Delivery	\$ 300.00	
Digital Transition & LMS Support	\$ 200.00	
Marketing & Promotion	\$ 200.00	
Evaluation & Reporting / CE Provision	\$ 200.00	
Administrative & Technical Coordination	\$ 200.00	
<b>TOTALS</b>		

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

Signature: _____	Date: _____
Title: _____	Telephone: _____

Send to: [MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov) Behavioral Health Authorization for Payment

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

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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 ( $\leq 25$  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 ( $\geq 26$  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 BHS 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.