County of Monterey

Government Center - Board Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Meeting Agenda - Final-Revised

Tuesday, June 9, 2026

9:00 AM

Closed Session 9:00 to 10:30 a.m.; Open Session Reconvenes at 10:30 a.m.

Join via Zoom at https://montereycty.zoom.us/j/224397747 or in person at the address listed above

Board of Supervisors

Chair Supervisor Wendy Root Askew - District 4
Vice Chair Supervisor Kate Daniels - District 5
Supervisor Luis A. Alejo - District 1
Supervisor Glenn Church - District 2
Supervisor Chris Lopez - District 3

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

https://bit.ly/4u3JgJe

Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,

2. You may observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@countyofmonterey.gov. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: https://montereycty.zoom.us/j/224397747

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC

PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.
As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.
CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes “Scheduled Items,” which are noticed hearings and public hearings.
CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.
TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board’s action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.
TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.
DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the County of Monterey Government Center, 168 W. Alisal St.,1st Floor Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

All documents submitted by the public must have no less than ten (10) copies.
The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.
Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

HELPFUL INFORMATION

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the County of Monterey Board of Supervisors

To create an Alert please Sign Up and follow the User Guide to create alerts for calendars, meeting details, agenda items and item details at the following link:

https://monterey.legistar.com/Default.aspx

If assistance is needed please contact our office at the following email: cob@countyofmonterey.gov

Ceremonial Resolutions key for P or NP at the end of the title:

P = Presented

NP = Not presented

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Jane Doe v. County of Monterey, et al.*, Monterey County Superior Court Case No. 25CV004526
(2) *Latasha Ellis-Bowers v. County of Monterey, et al.*, Monterey County Superior Court Case No. 24CV004956

b. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): All Units

e. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit U

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other

time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

10:30 A.M. - Reconvene on Public Agenda Items

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Ceremonial Resolutions

2. Adopt a resolution honoring Anton MacLachlan as the fourth recipient of the Monterey County Youth Poet Laureate by the Arts Council for Monterey County. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Youth Poet Laureate

Youth Poet Laureate Performance

3. Adopt a resolution recognizing the 10th Annual Adelante Con Orgullo Mujer Inmigrante (ACOMI) Conference. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Adelante Con Orgullo Mujer Immigrante Conference - English
Ceremonial Resolution - Adelante Con Orgullo Mujer Immigrante Conference - Spanish

4. Adopt a resolution recognizing the 10th year anniversary of Mujeres en Acción. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Mujeres En Accion - English
Ceremonial Resolution - Mujeres En Accion - Spanish

5. Adopt a resolution proclaiming June 2026 as Elder Justice and Vulnerable Dependent Adult Abuse Awareness Month in Monterey County. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Elder Justice and Vulnerable Dependent Adult Abuse Awareness Month

Appointments

6. Reappoint Karen Araujo to the Commission on the Status of Women representing District 4 with a term end date of February 1, 2029. (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Karen Araujo
Application - Karen Araujo

Boards, Commissions and Committees Terms/Vacancies

Volunteer Opportunities for a Board, Commission and Committee

If you're looking for a meaningful way to get involved, this is your invitation to be part of local government in a hands-on way. Explore volunteer opportunities on a Board, Commission, or Committee (BCC) and add your voice to the decisions that help move Monterey County forward.

Click the link below to get started and find the opportunity that's right for you.

https://apps.co.monterey.ca.us/bccsite

Approval of Consent Calendar – (See Supplemental Sheet)

7. See Supplemental Sheet

General Public Comments

8. General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Scheduled Matters

9. a. Introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Section 12.28.010 of the Monterey County Code to prohibit parking at all times on both sides of State Highway 1 from approximately 900 feet north of the north abutment of Bixby Bridge (Caltrans Post Mile 59.64) to approximately 700 feet south of the south abutment of Bixby Bridge (Caltrans Post Mile 59.25), in the unincorporated area of Monterey County;
b. Find that the adoption of the ordinance is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15269(c) of the CEQA Guidelines because the action will involve specific actions necessary to prevent or mitigate an emergency; and
c. Authorize the Director of Public Works, Facilities and Parks to apply on behalf of the County for an

encroachment permit from Caltrans to install no parking signs on both sides of State Highway 1 in the limits described in the ordinance around Bixby Bridge.

Attachments: Board Report
Attachment A - Board Referral No. 2026.08 (Daniels)
Attachment B - Draft Ordinance
Attachment C - Location Map

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

10. a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
b. Provide direction to staff on whether to proceed with development of one or both measures for potential placement on a future ballot; and
c. Consider adopting a resolution to:

1. Amend the County of Monterey Administrative Office Fiscal Year 2025-26 Adopted Budget (001-1050-8039-CAO014, Other General Expenditures) to increase appropriations by $30,000 - financed by a corresponding reduction in 001-1050-8034-CAO020 (Contingencies) to support consultant services required for pre-ballot feasibility analysis and public engagement (4/5ths vote required); and
2. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

Attachments: Board Report - Original
Resolution
Tax Measure Feasibility Survey Presentation
Board Report - Clean version (ADDED VIA SUPPLEMENTAL)
Board Report - redline version (ADDED VIA SUPPLEMENTAL)
Resolution - Clean version (ADDED VIA SUPPLEMENTAL)
Resolution - revised redline (ADDED VIA SUPPLEMENTAL)

11. REF250037 - WATER ALLOCATION BOARD POLICY
Consider adopting a resolution to approve a water allocation policy for the allocation of limited excess water from the California American Water Company (Cal-Am) service area of the Monterey Peninsula Water Management District (MPWMD) for areas of unincorporated Monterey County served by MPWMD.

Proposed California Environmental Quality Act Action: The proposed County of Monterey Water Allocation Policy (Policy) is exempt from further (CEQA) review pursuant to CEQA Guidelines section 15061(b)(3) as the proposed Policy does not make any changes to allowable uses or development regulations at any location in unincorporated Monterey County. Additionally, any future discretionary development that obtains water allotment pursuant to the Policy will undergo the necessary environmental review pursuant to CEQA when the project is considered. Lastly, the Monterey Peninsula Water Management District (MPWMD) analyzed the potential effects of water allocation made available through the Pure Water Monterey Expansion project via Environmental Impact Report Addendum (dated January 2024, State Clearinghouse #2013051094).

Attachments:
Board Report
Attachment A - HCD Approved Water Waitlist (dated May 5, 2026)
Attachment B - Detailed Discussion
Attachment C - Proposed Water Allocation Policy (Clean and dated May 27, 2026)
Attachment D - Proposed Water Allocation Policy (Redlined and dated May 27, 2026)
Attachment E - Resolution for Adopting Water Allocation Policy

12. PLN110257-AMD1 - BERLIN ANDREW T TR - District 5

Public hearing to consider:
a. Granting the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257);
b. Finding the project Categorically Exempt pursuant to California Environmental Quality Act CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and
c. Approving a Combined Development Permit consisting of:
1. Coastal Development Permit to allow development within the Big Sur Critical Viewshed;
2. Coastal Development Permit for development within 750 feet of an archaeological resource; and
3. Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.
Project Location: 35986 Highway 1, Big Sur, Big Sur Coast Land Use Plan, (Assessor's Parcel Number 243-231-027-000).
Proposed (CEQA) action: Finding the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply.

Attachments:
Board Report
Attachment A - Draft Resolution
Attachment B – Notice of Appeal
Attachment C – Zoning Administrator Resolution No. 26-024
Attachment D – Vicinity Map

13. Introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

Attachments: Board Report
Draft Ordinance
Presentation
Draft Provisions Provided to JPA Board on 5.11.26 (ADDED VIA SUPPLEMENTAL)

Other Board Matters

Referral Matrix and New Referrals

14. Referral Matrix and One New Referral

Attachments: Board Referral Matrix
2026.11 (Askew) CALPERS and Covered California Presentation

County Administrative Officer Comments

15. County Administrative Officer Comments

Board Comments

16. Board Comments

Read out from Closed Session by County Counsel

Read out by County Counsel will occur if there is reportable action.

Adjournment

Upcoming Board of Supervisors Meetings for 2026

Click the link below for the Board of Supervisors meeting schedule:

https://bit.ly/4wYb30m

Supplemental Sheet, Consent Calendar

Health Department

17.

a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with Monterey County Special Education Local Plan Area for reimbursement to the County of Monterey for the provision of mental services pursuant to a student's Individualized Education Plan, for a term of July 1, 2026 through June 30, 2027 for a total amount not to exceed $4,302,631;
b. Approve and authorize the Director of Health Services or designee to execute an Interagency Agreement, Exhibit A to the MOU, with Monterey County Special Education Local Plan Area for a term of July 1, 2026 through June 30, 2027;
c. Approve non-standard indemnification, limitation of liability, and insurance provisions to the MOU as recommended by the Director of Health Services; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments where the combined amendments do not exceed 10% ($430,263) of the original MOU amount and do not significantly change the scope of services, for a total not to exceed maximum of $4,732,894.

Attachments: Board Report
Memorandum of Understanding

18. a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with A&A Health Services, LLC for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a total agreement amount of $729,444 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($72,944) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $802,388.

Attachments: Board Report
Agreement

19. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028 at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not significantly alter the original scope of services and do not add funds to the

Agreement.

Attachments: Board Report
Non Standard Agreement

20. a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute Crisis Stabilization Unit (CSU) services, for a total agreement amount of $3,136,477 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($313,647) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $3,450,124.

Attachments: Board Report
Agreement

Department of Social Services

21. a. Approve and authorize the Chair of the Board of Supervisors to sign a no cost Memorandum of Understanding with County of San Mateo Human Services Agency serving as the lead for the Bay Area Consortium for Cash Assistance Program for Immigrants for the period of July 1, 2026 through June 30, 2030; and
b. Authorize the Chair of the Board to sign up to three amendments to this agreement where the amendments do not encompass payments or significantly change the scope of work.

Attachments: Board Report
Memorandum of Understanding

22. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors for the period of July 1, 2026 through June 30, 2027, in the amount of $536,475; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($53,648) of the contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $590,123.

Attachments: Board Report
Agreement

23. a. Approve and authorize the Director of the Department of Social Services or designee to sign a no cost Memorandum of Understanding with Monterey-Salinas Transit District to allow Aging and Adult

Services Branch to continue to distribute taxi vouchers to eligible seniors for the period of July 1, 2026 through June 30, 2031; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the amendments do not encompass payments or significantly change the scope of services.

Attachments: Board Report
Memorandum of Understanding

24. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Regents of the University of California, Davis for the provision of staff training in the amount of for $552,500 for the period of July 1, 2026, through June 30, 2028 including non-standard mutual indemnity terms.
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($55,250) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $607,750.

Attachments: Board Report
Agreement

25. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Pathways to Safety 2.0 services for the period of July 1, 2026 through June 30, 2027 in the amount of $923,265; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($92,326) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,015,591.

Attachments: Board Report
Agreement

26. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for services for the prevention, assessment and intervention of prenatal alcohol and drug exposure in children in Monterey County for the period of July 1, 2026 through June 30, 2027, in the amount of $299,961; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($29,996) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $329,957.

Attachments: Board Report
Agreement

27. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Parents as Teachers program for the period of July 1, 2026 through June 30, 2027, in the amount of $ 391,244; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($39,124) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $ 430,368.

Attachments: Board Report
Agreement

28. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Housing Resource Center of Monterey County to provide housing case management, program housing search, placement support, and rental subsidies for California Work Opportunity and Responsibility to Kids (CalWORKs) customers referred by the Department of Social Services for the period of July 1, 2026 through June 30, 2027, in the amount of $1,600,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($160,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,760,000.

Attachments: Board Report
Agreement

29. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Wayfinder Family Services for family finding and engagement services to child welfare and probation youth and kinship support services in Monterey County for the period of July 1, 2026 through June 30, 2027 in the amount of $724,064; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($72,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $796,470.

Attachments: Board Report
Agreement

Criminal Justice

30. Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PMAM Corporation for alarm permits and support services. This is a revenue-sharing agreement, which shall be effective upon execution for three years and then

shall auto-renew for one year terms thereafter until terminated.

Attachments: Board Report
PMAM Non-Standard Agreement
Frequently Asked Questions (FAQs)

31. a. Authorize the County Purchasing Agent or their designee to execute Amendment No. 6 to Agreement No. A-16556 with SCRAM of California, Inc. to provide electronic monitoring products and services for Probation clients, for one additional year, for a revised term of June 1, 2023 through June 30, 2027, and to increase the Agreement's amount by $744,580 for a revised total Agreement amount not to exceed $1,791,495; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($179,150) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $1,970,645.

Attachments: Board Report
A6 to SA with SCRAM_signed
A5 to SA with SCRAM_Executed 041426
A4 to SA with SCRAM_Executed 031925
A3 to SA with SCRAM_Executed 071824
A2 to SA with SCRAM_Executed 031924
A1 to SA with SCRAM_Executed 010524
FY 23-24 SA with SCRAM_Executed 090123

General Government

32. a. Approve and authorize the Assessor or their designee to enter into a Non-Standard Software as a Service Agreement with Just Appraised Inc. for appraisal software for a three year term of July 1, 2026 through and including June 30, 2029 in an amount not to exceed $120,000; and
b. Accept non-standard language in the agreement provided by the vendor as recommended by the Assessor; and
c. Approve and authorize the Assessor or their designee to sign up to three future amendments to the Agreement that do not exceed 10% ($12,000) with similar non-standard language provisions, that do not significantly alter the scope of work, for a total aggregate contract amount of not to exceed $132,000.

Attachments: Board Report
Proposed Agreement
Exhibit A - Order Form and Quote
Exhibit B - Customer Contract Language Revision

33. a. Approve and authorize the County Clerk-Recorder or their designee to execute a non-standard agreement with Kofile Technologies, Inc., for the preservation and conservation of the County

Clerk-Recorder's index books, for a one (1) year term of July 1, 2026 through and including June 30, 2027 in an amount not to exceed $354,264; and
b. Accept non-standard language in the agreement provided by the vendor as recommended by the County Clerk-Recorder; and
c. Approve and authorize the County Clerk-Recorder or their designee to sign up to three amendments to the Agreement that do not exceed 10% ($35,427) with similar non-standard language provisions, that do not significantly alter the scope of work, for a total aggregate contract amount of not to exceed $389,691.

Attachments: Board Report
Service Agreement
Exhibit A - Services and Payment Provisions - Book Preservation FY 26-27
Exhibit B - Language Revisions to Non-Standard Service Agreement 5-1-26

34. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 2 to the Agreement with ARC Alternatives, for provision of continued energy analytics and consulting services, extending the term through to June 30, 2027, for a revised term of October 1, 2022 through June 30, 2027 revising Exhibit A-1, and increasing the contract amount by $177,060 for a revised contract maximum of $545,660.

Attachments: Board Report
Proposed Amendment No. 2
Revised Exhibit A1
Amendment 1 and Original Agreement

35. Approve and authorize the Contracts Purchasing Agent or designee to execute a Non-Standard Agreement with Speed Charge Services LLC, for ongoing operational support of Electric Vehicle charging equipment, effective June 9, 2026 through June 9, 2027 for a total cost not to exceed $18,360.

Attachments: Board Report
Non-Standard Agreement
EV Charging Implementation Memo

36. a. Renew approval and adoption of teleconferencing for all County of Monterey Eligible Subsidiary Bodies pursuant to Government Code section 54953.8.6.

Attachments: Board Report
Draft Resolution -SB 707 ESB

Housing and Community Development

37. a. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No.2 to Professional Services Agreement (PSA) A-16313 with Denise Duffy and Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204-AMD2, as extended by PLN030204-AMD2-EXT1) to extend the Agreement two years to June 30, 2028, without change to the scope of work, other terms of the Agreement, or to the Agreement amount of $309,298;
b. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No. 2 to Funding Agreement (FA) A-16313 with UCP East Garrison, LLC, the Master Developer for the East Garrison Project to provide funding for the Project to extend the Agreement two years to June 30, 2028, without change to the scope of work, , other terms of the Agreement, or to the Agreement amount of $402,088;
c. Authorize the Housing and Community Development Director or designee to execute future amendments where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($30,930 for PSA, $40,209 for FA), subject to review by County Counsel.

Attachments: Board Report
Attachment 1 - Amendment No. 2 to FA
Attachment 2 - Amendment No. 2 to PSA
Attachment 3 - Executed FA and A-1
Attachment 4 - Executed PSA and A-1

38. a. Find that accepting the Parcel Map is Statutorily Exempt pursuant to section 15268(b)(3) of the California Environmental Quality Act (CEQA) Guidelines;
b. Accept the Parcel Map for a minor subdivision to divide a 23.67-acre parcel into two parcels containing 18.567 acres and 5.1 acres in size;
c. Accept the Tax Clearance Letter and Subdivision Map Guarantee; and
d. Direct the Clerk of the Board to submit the Parcel Map to the County Recorder for recording, with applicable recording fees to be paid by the applicant.
(Parcel Map - PLN240101/Bates Charles Carroll et al., 577 Viejo Road, Carmel, Greater Monterey Peninsula Area Plan (APN:103-021-007-000)

Attachments: Board Report
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Vicinity Map
Attachment C - Parcel Map
Attachment D - Property Tax Clearance Certificate

39. a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept an Amended Conservation and Scenic Easement Deed for the Hain and Allen properties to preserve habitat for Condors and other plant and animal species, at 38020 Rocky Creek Road, Big Sur, (Assessor's Parcel Numbers 418-132-001-000 and 418-132-008-000) related to File No.

PLN210263);
c. Authorize the Chair to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN210263, John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/199, 38020 Rocky Creek Road (Lots 1 and 8 of the Rocky Creek Ranch Subdivision), Big Sur, Big Sur Coast Land Use Plan, Coastal Zone. Assessor's Parcel Numbers 418-132-001-000 and 418-132-008-000.)

Attachments: Board Report
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed
Attachment C - Amended Conservation and Scenic Easement Deed Document #2022008941
Attachment D - Exhisting 1994 Conservation & Scenic Easement Deed

40. a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept a Conservation and Scenic Easement Deed covering approximately 467 square feet at 26357 Scenic Road, Carmel, (Assessor's Parcel Number 009-422-018-000) to satisfy a condition of approval related to Zoning Administrator Resolution No. 25-018 (Planning File No. PLN240072);
c. Authorize the Chair to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN240072, Cappo Real Estate Holdings LLC, 26357 Scenic Road, Carmel, Assessor's Parcel Number 009-442-018-000, Carmel Land Use Plan, Coastal Zone.)

Attachments: Board Report
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conserviation and Scenic Easement Deed

Public Works, Facilities and Parks

41. a. Approve and authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to execute a Non-Standard Agreement between the County of Monterey and The Gordian Group, Inc. retroactive to June 7, 2026 (Agreement) and approve the recommendation of the PWFP Director to accept all non-standard provisions in the Agreement, including non-standard insurance provisions, to extend the Job Order Contract (JOC) program under Sourcewell Contract #010626-GCI through February 4, 2030 (Attachment A); and;
c. Authorize the Director of Public Works, Facilities and Parks or designee to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, future amendments to the Non-Standard Agreement to match any term extension of Sourcewell Contract

#010626-GCI.

Attachments: Board Report
Attachment A - Gordian Agreement

Addenda/Supplemental

42. Addenda/Supplemental

Item No, 10

Revised Board Report and Resolution added

Item No. 13

Draft Provisions to JPA on 5-11-26 added

Introduced: 6/1/2026
Version: 1

Current Status: Closed Session
Matter Type: Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Jane Doe v. County of Monterey, et al.*, Monterey County Superior Court Case No. 25CV004526
(2) *Latasha Ellis-Bowers v. County of Monterey, et al.*, Monterey County Superior Court Case No. 24CV004956

b. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): All Units

e. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper and Ariana Hurtado
Employee Organization(s): Unit U

County of Monterey

Board Report

Legistar File Number: CR 26-080

Item No.2

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/21/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Anton MacLachlan as the fourth recipient of the Monterey County Youth Poet Laureate by the Arts Council for Monterey County. (Supervisor Root Askew) (P)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:

Adopt a resolution honoring **Anton MacLachlan** as the fourth recipient of the Monterey County *Youth Poet Laureate* by the Arts Council for Monterey County.

WHEREAS, Anton MacLachlan was born in El Salvador, and spent his early childhood living with his family in Malta and China, before moving to New Jersey, where he discovered his love for music, dancing, and languages; and

WHEREAS, Anton MacLachlan first began writing poems during the Covid pandemic; and

WHEREAS, Anton MacLachlan is a Junior at Pacific Grove High School**,** and has appeared in two Pacific Grove High School musicals and performs with the school's orchestra, jazz band and choir; and

WHEREAS, Anton MacLachlan sings with the Monterey Jazz Festival All-Star Vocal Ensemble, plays piano with the Monterey Jazz Festival All-Star Big Band, and is currently in rehearsal for his third musical with Pacific Repertory Theater in Carmel; and

WHEREAS, **Anton MacLachlan** is the recipient of the Monterey County Poet Laureate, selected by the Arts Council for Monterey County, with a one-year term starting in June 2026; and

WHEREAS, the mission of the Youth Poet Laureate is to elevate poetry in the awareness of Monterey County residents, celebrate the literary arts, advocate for poetry, literature, and the arts, lead community projects that make poetry more accessible, and contribute to Monterey County's poetry and literary legacy; and

WHEREAS, **Anton MacLachlan** will elevate the exposure, participation, and celebration of poetry in Monterey County through the lens of the people.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby recognizes and honors **Anton MacLachlan** as the 2026-27 Monterey County Youth Poet Laureate, awarded by the Arts Council for Monterey County.

PASSED AND ADOPTED on this **9th** day of **June** 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-075

Item No.3

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/13/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the 10th Annual Adelante Con Orgullo Mujer Inmigrante (ACOMI) Conference. (Supervisor Root Askew) (P)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:

Adopt a resolution recognizing the **10th Annual Adelante Con Orgullo Mujer Inmigrante (ACOMI) Conference**.

WHEREAS, Adelante Con Orgullo Mujer Inmigrante (ACOMI) was established in October of 2012 to support and uplift women in our community, particularly Spanish-speaking immigrant women, by fostering leadership, advancing health equity, and expanding access to opportunities that promote the well-being of themselves and their families; and

WHEREAS, in partnership with Mujeres en Acción, **Adelante Con Orgullo Mujer Inmigrante (ACOMI**) took place at Hartnell College in Salinas, CA on Saturday, February 7, 2026; and

WHEREAS, Mujeres en Acción, a Salinas-based organization that strengthens women's leadership skills, confidence, and economic opportunities, adjointly celebrated their 10 years of service; and

WHEREAS, the **Adelante Con Orgullo Mujer Inmigrante (ACOMI**) program featured community-led keynote addresses, panel discussions, and workshops that reflect a shared commitment to advancing health equity and strengthening leadership among Spanish-speaking immigrant women with workshop topics such as mental health, entrepreneurship, adult education, and access to legal services; and

WHEREAS, the 2026 conference welcomed more than 220 attendees, over 50 partner organizations, and community volunteers who dedicated their time and efforts to this event, since its inception, ACOMI has served more than 1,500 attendees over 10 Conferences; and

WHEREAS, we express our deep appreciation and gratitude to community leaders from across the county who generously volunteered their time to participate in the conference planning meetings, identified and coordinated workshop presenters, conducted outreach to promote the event, and welcomed families on the day of the conference, reflecting their commitment to their community and immigrant women's health-related needs through this conference; and

WHEREAS, we proudly recognize the **10th annual Adelante Con Orgullo Mujer Inmigrante (ACOMI) Conference** as a powerful example of collaboration that advances health equity and strengthens the leadership of Spanish-speaking immigrant women to build healthier communities.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of all the residents thereof, hereby recognizes and extends our profound appreciation to the planning committee and volunteer staff for their hard work, dedication, and

unwavering commitment in bringing forth the **10th Annual Adelante Con Orgullo Mujer Inmigrante (ACOMI) Conference**.

PASSED AND ADOPTED this 2nd day of June, 2026, upon the motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to wit.

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

Ante la Junta de Supervisores en y para

El Condado de Monterey, Estado de California

Resolución No.:

Adoptar una resolución reconociendo el **décimo aniversario de la conferencia Adelante Con Orgullo Mujer Inmigrante**.

CONSIDERANDO QUE, Adelante Con Orgullo Mujer Inmigrante (ACOMI) se estableció en octubre de 2012 para apoyar y empoderar a las mujeres de nuestra comunidad, en particular a las mujeres inmigrantes hispanohablantes, promoviendo la equidad en salud y ampliando el acceso a oportunidades que promuevan el bienestar de ellas mismas y de sus familias; y

CONSIDERANDO QUE, en alianza con Mujeres en Acción, **Adelante Con Orgullo Mujer Inmigrante (ACOMI**) se llevó a cabo en Hartnell College en Salinas, CA el sábado 7 de febrero de 2026; y

CONSIDERANDO QUE, Mujeres en Acción, una organización de Salinas que fortalece las habilidades de liderazgo, confianza, y oportunidades económicas de las mujeres, celebro conjuntamente sus 10 anos de servicio; y

CONSIDERANDO QUE, el programa **Adelante Con Orgullo Mujer Inmigrante (ACOMI)** incluyo discursos dirigidos por la comunidad y talleres que reflejan un compromiso compartido para promover la equidad en salud y fortalecer el liderazgo entre las mujeres inmigrantes hispanohablantes con temas de taller tales como salud mental, emprendimiento, educación para adultos y acceso a servicios legales; y

CONSIDERANDO QUE, la conferencia de 2026 dio la bienvenida a más de 220 asistentes, más de 50 organizaciones y voluntarios de la comunidad que dedicaron su tiempo y esfuerzo a este evento; desde su creación, ACOMI ha tenido más de 1,500 asistentes a través de 10 conferencias; y

CONSIDERANDO QUE, expresamos nuestro profundo aprecio y gratitud a los lideres comunitarios de todo el condado que generosamente ofrecieron su tiempo como voluntarios para participar en las reuniones de planificación de la conferencia, identificaron y coordinaron a los presentadores de los talleres, promocionaron el evento y dieron la bienvenida a las familias el día de la conferencia reflejando su compromiso con su comunidad y las necesidades de salud de las mujeres inmigrantes a través de esta conferencia; y

CONSIDERANDO QUE, reconocemos con orgullo la **10.a Conferencia Anual Adelante Con Orgullo Mujer Inmigrante** como un poderoso ejemplo de colaboración que promueve la equidad en salud y fortalece el liderazgo de las mujeres inmigrantes para construir comunidades más saludables.

AHORA, POR LO TANTO, RESUÉLVASE, que la Junta de Supervisores del Condado de Monterey, en nombre de todos sus residentes, por medio de la presente reconoce y extiende su profundo agradecimiento al comité organizador y al personal voluntario por su arduo trabajo, dedicación y compromiso inquebrantable en la realización de la 1**0.ª Conferencia Anual Adelante Con Orgullo Mujer Inmigrante (ACOMI)**.

PROBADO Y ADOPTADO el día 2 de junio de 2026, a moción de la Supervisora _____, secundada por la Supervisora _____ por la siguiente votación, a saber.

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2026

DATED:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-076

Item No.4

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/13/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the 10th year anniversary of Mujeres en Acción. (Supervisor Root Askew) (P)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:

Adopt a resolution recognizing the **10th year anniversary of Mujeres en Acción**.

WHEREAS, Mujeres en Acción is an organization dedicated to creating opportunities for women to develop their leadership and economic self-sufficiency for a better life for themselves and their families; and

WHEREAS, Mujeres en Accion's mission is to help women gain access to the education, training, and support services they need to obtain better wages and jobs with potential for advancement, focusing on women who are motivated and participate to improve the economic security of their families; and

WHEREAS, Mujeres en Accion is designed as a mutual support approach for women to achieve personal goals and develop their leadership skills through weekly training and mentoring meetings; and

WHEREAS, compassion, equity, trust, integrity, and respect are values that **Mujeres en Acción** embody; and

WHEREAS, on February 7, 2026, the 10th anniversary of **Mujeres en Acción** was celebrated together with the Adelante Con Orgullo Mujer Inmigrante, ACOMI Conference, bringing the community together in a space for gathering, learning, and commitment; and

WHEREAS, this event brought together 220 people, including women and their families, and included more than 20 resource tables and 6 workshops focused on health, economic self-sufficiency, and leadership development, and also included the support of volunteers, organizations, and community leaders, reflecting its impact on the community; and

WHEREAS, at the conference, organizations and leaders were honored whose support has been fundamental throughout these 10 years of service of **Mujeres en Acción**; and

WHEREAS, over the past 10 years, **Mujeres en Acción** has strengthened the leadership, economic self-sufficiency, and the well-being of women, their families, and the community.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby recognize and celebrate the "**10th anniversary of Mujeres en Acción**", highlighting its continuous commitment to accompanying women and its valuable contribution to the development of a more equitable, strong, and inclusive community in this event.

PASSED AND ADOPTED this 2nd day of June, 2026, upon the motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to wit.

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

Ante la Junta de Supervisores en y para
El Condado de Monterey, Estado de California

Resolución No.:

Adoptar una resolución reconociendo **el décimo aniversario de Mujeres en Acción**.

CONSIDERANDO QUE, Mujeres en Acción es una organización que se dedica a crear oportunidades para desarrollar el liderazgo y la autosuficiencia económica de las mujeres para fortalecer sus vidas y la de sus familias; y

CONSIDERANDO QUE, la misión de **Mujeres en Acción** es ayudar a las mujeres acceder a la educación, la capitación y los servicios de apoyo que necesitan para obtener mejores salarios y empleos. Se centran en mujeres que están motivadas y participan para mejorar la seguridad económica de sus familias; y

CONSIDERANDO QUE, Mujeres en Acción está diseñada como un enfoque de apoyo mutuo para ayudar a las mujeres y dar el apoyo necesario para desarrollar sus habilidades de liderazgo a través de reuniones semanales; y

CONSIDERANDO QUE, los valores de **Mujeres en Acción** son la compasión, la equidad, la confianza, la integridad, el respeto y el desarrollo del potencial pleno; y

CONSIDERANDO QUE, el 7 de febrero de 2026 se celebró el aniversario de **Mujeres en Acción** junto con la Conferencia Adelante Con Orgullo Mujer Inmigrante, ACOMI, reuniendo a la comunidad en un espacio de aprendizaje y compromiso; y

CONSIDERANDO QUE, este evento reunió a 220 personas entre mujeres y sus familias, contó con más de 20 mesas de recursos y 6 talleres enfocados en la salud, la autosuficiencia económica y el desarrollo de liderazgo y contó con el apoyo de voluntarios, organizaciones y líderes comunitarios, reflejando su impacto en la comunidad; y

CONSIDERANDO QUE, durante la conferencia se honró a organizaciones y lideres cuyo respaldo ha sido fundamental para **Mujeres en Acción** a lo largo de estos 10 anos; y

CONSIDERANDO QUE, durante los últimos 10 anos, **Mujeres en Acción** ha fortalecido el liderazgo, la autosuficiencia económica y el bienestar de las mujeres, sus familias, y la comunidad.

POR TANTO, SE RESUELVE, que la Junta de Supervisores del Condado de Monterey, en nombre del Condado y de todos sus residentes, reconoce y celebra el "**10º aniversario de Mujeres en Acción**"**,** destacando su continuo compromiso de acompañar a las mujeres y su contribución al desarrollo de una comunidad más equitativa, fuerte e inclusiva.

APROBADA Y ADOPTADA este 2 día de Junio de 2026, por la siguiente votación:

AYES:

NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-081

Item No.5

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/21/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming June 2026 as Elder Justice and Vulnerable Dependent Adult Abuse Awareness Month in Monterey County. (Supervisor Root Askew) (P)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:

Adopt a resolution proclaiming **June 2026** as **Elder Justice and Vulnerable Dependent Adult Abuse Awareness Month** in Monterey County.

WHEREAS, *World Elder Abuse Awareness Day* is an annual initiative established on June 15, 2006, to raise a global understanding that elder abuse remains an international crisis and that public awareness is essential for a safer aging population, by reporting abuse in all its forms, recognizing its signs, and distinguishing it from the normal aging process; and

WHEREAS, elder abuse is preventable, and everyone has a role to play in ensuring that older adults live without fear of being hurt, exploited, or neglected, and while we celebrate the strength, wisdom, and resilience of older adults, we remain steadfast in promoting their right to live free from abuse and discrimination; and

WHEREAS, elder abuse continues to be a public health, human rights, and social justice issue that, as the age distribution in our communities continues to shift, has found its way into our digital world, making it harder to detect and easier to execute in the form of scams, and to combat this growing risk, both family and informal caregivers are encouraged to learn ways to cope by soliciting assistance from family, friends, and local county behavioral health and social service agencies; and

WHEREAS, a strong call to action by engaging in the State of California's Master Plan for Aging, and incorporating our County of Monterey and its Area Agency on Aging's legislative priorities will ensure solutions that will advance initiatives challenging ageism, build stronger support systems for the prevention and intervention of abuse to promote dignity, uphold the rights and resilience of older and vulnerable adults; and

WHEREAS, the aggregate contributions of Long-Term Care Ombudsman Advocacy, Department of Social Services Adult Protective Services, financial institutions, law enforcement agencies, and other concerned administrative entities, while invaluable, are not enough to stop elder abuse, and as we age together, our collective work must demand a multifaceted response that focuses on the laws and policies shaping available resources and recognizes the critical need for equitable access; and

WHEREAS, the United Nations Decade of Healthy Aging led by the World Health Organization and its partners was launched as a global multi-partner initiative in 2021, expanded until 2030, to improve older people's lives by combating ageism, fostering age-friendly

communities, delivering integrated care, and ensuring access to long-term care, with the collaboration of public agencies, governments, private sectors, academia, and the older adult communities themselves so that collective action may add years to life.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby joins the County of Monterey Area Agency on Aging and its Advisory Council in recognizing the month of **June 2026** as "**Elder Justice and Vulnerable Dependent Adult Abuse Awareness Month.**"

PASSED AND ADOPTED this 9th day of June, 2026, upon the motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to wit.

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

County of Monterey

Board Report

Legistar File Number: APP 26-072

Item No.6

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/29/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint Karen Araujo to the Commission on the Status of Women representing District 4 with a term end date of February 1, 2029. (District Specific - District 4, Supervisor Root Askew)

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 06/09/2026

Appointment to the Commission On The Status Of Women

Nominated Appointee: Karen Araujo

Nominated by: District 4, Supervisor Root Askew

Representing: District 4

Reason for Nomination:

- ○ New Term
- ◉ Reappointment
- ○ Filling an Unscheduled / Unexpired Term

Term:

Start Date: 06/09/2026 Term End Date: 02/01/2029

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Commission On The Status Of Women Application

Karen Araujo

District: 4
Initialed Application: Yes

Applicant

First Name: **Karen**
Middle Initial:
Last Name: **Araujo**

Employment

Occupation:
Job Title:
Employer:

Interests and Experiences

Able to attend meetings regularly and devote the time necessary to fulfill duties as a member?

Yes

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?

Yes

Has served on an advisory group before?

Yes

Please tell us about yourself and why you want serve:

Current member of the commission

Please state the reason you would like to be a member of this board committee/commission/district:

Current member of the commission

How did you hear about the position?:

D4 staff contacted me to update my appointment term

County of Monterey

Board Report

Legistar File Number: OBM 26-081

Item No.7

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 2/11/2026

Version: 1

Current Status: Consent Calendar - Supplemental Sheet

Matter Type: Other Board Matters

See Supplemental Sheet

Introduced: 2/11/2026
Version: 1

Current Status: General Public Comments
Matter Type: Other Board Matters

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Introduced: 5/29/2026 **Current Status:** Scheduled AM

Version: 1 **Matter Type:** Ordinance

a. Introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Section 12.28.010 of the Monterey County Code to prohibit parking at all times on both sides of State Highway 1 from approximately 900 feet north of the north abutment of Bixby Bridge (Caltrans Post Mile 59.64) to approximately 700 feet south of the south abutment of Bixby Bridge (Caltrans Post Mile 59.25), in the unincorporated area of Monterey County;
b. Find that the adoption of the ordinance is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15269(c) of the CEQA Guidelines because the action will involve specific actions necessary to prevent or mitigate an emergency; and
c. Authorize the Director of Public Works, Facilities and Parks to apply on behalf of the County for an encroachment permit from Caltrans to install no parking signs on both sides of State Highway 1 in the limits described in the ordinance around Bixby Bridge.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find that the adoption of the ordinance is statutorily exempt under Sections 15269(c) of the CEQA Guidelines because the action will involve specific actions necessary to prevent or mitigate an emergency;
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SUMMARY/DISCUSSION:
On April 23, 2026, Supervisor Daniels submitted a referral (Referral No. 2026.08) requesting staff to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season (**Attachment A**).

Considering ongoing safety concerns and the need for an immediate, practical response, Referral No. 2026.08 proposed adoption of a temporary No Parking ordinance on Highway 1 near Bixby Bridge, complementing the existing Old Coast Road No Parking restrictions. The measure would provide

short-term protection for public safety while allowing for continued coordination with CCC staff on longer-term management approaches.

On May 19, 2026, Public Works, Facilities and Parks ("PWFP") staff provided the Board of Supervisors a preliminary analysis report in response to said Board referral. At the meeting, the Board provided direction to staff to pursue the path of acquiring an Emergency Coastal Development Permit ("ECDP"), while concurrently preparing an ordinance for no parking for consideration by the Board, followed by applying for a Caltrans Encroachment Permit for placing the signage on Highway 1. Thereafter, the moratorium would be implemented for a 12-month period, and the ECDP would be supplanted by consideration of a regular Coastal Development Permit ("CDP"). The follow-up permit would involve exploration of options for parking and access long-term.

The proposed ordinance is for the protection of the public peace, health, safety and welfare of the County constituents and visitors in the Big Sur community.

OTHER AGENCY INVOLVEMENT:
PWFP staff have been working with Housing Community Development (HCD), Office of the County Counsel, Monterey County Sheriff's Office (MCSO), and outside departments such as the California Highway Patrol (CHP), Caltrans, California Coastal Commission (CCC), State Parks, and the United States Forestry Service (USFS). The Office of the County Counsel has approved the ordinance as to legal form.

FINANCING:
Adoption of this ordinance requires the posting of appropriate signage, as well as enforcement by law enforcement officers. These traffic control devices will be funded by the Community Road Maintenance Program in the Road Fund. For this temporary signage, costs will depend on the quantity of signage necessary, which could be $50,000. Sufficient funds are available in the proposed Fiscal Year (FY) 2026-27 Recommended Budget for the Road Fund 002, Appropriation Unit PFP004 to finance this work.

Enforcement is required by law enforcement partners, who have noted their limited resources. The California Highway Patrol does have an enforcement agreement process for dedicated officer(s) for enforcement at a specific location; for estimate purposes, it is approximately $15.3k per month for a dedicated officer on weekends 8 hours per day, Friday, Saturday and Sunday. The MCSO has also indicated the possibility of a similar enforcement arrangement. For a similar time period and staffing, the estimate is approximately $11.3k per month for a dedicated deputy.

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Safe and Resilient Communities. These services will enhance the County's transportation safety and accessibility, improving the quality of life for County residents.

X Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral No. 2026.08
Attachment B - Draft Ordinance
Attachment C - Location Map

(Attachments on file with Clerk of the Board)

Introduced: 5/29/2026 **Current Status:** Agenda Ready

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X Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
___ Diverse and Thriving Economy
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Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
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(Attachments on file with Clerk of the Board)

Attachment A

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.08
Assignment Date: 04/28/26
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: April 22, 2026	Submitted By: Supervisor Kate Daniels	District #: 5

Referral Title: **12-Month Moratorium on Parking at Bixby Bridge**

Referral Purpose:
The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location.

Data collected during Labor Day weekend in 2022 recorded up to 325 pedestrian highway crossings per hour on the north side of Bixby Bridge. On September 4 of that weekend, vehicle activity peaked at 70 complete stops in the roadway per hour. Additional counts from September and October showed Sunday afternoon averages of 108 pedestrian crossings per hour, 38 complete stops in the travel lane per hour, and 12 vehicles per hour parked over the fog line.

In spring 2026, traffic congestion at key Big Sur chokepoints – including Bixby Bridge, Point Lobos, and Soberanes – reached unprecedented levels during spring break. These conditions continue to heighten risks to visitor and resident safety, emergency access, and sensitive natural resources.

In March, Supervisor Daniels met with Coastal Commission staff to explore potential management strategies for Bixby Bridge. While staff provided a follow-up letter on March 20 (attached), it did not identify actionable near term solutions or funding strategies to address the immediate hazards expected this summer. Some recommendations also appear to be in tension with elements of Big Sur's Local Coastal Program, as outlined in the attached summary.

Considering ongoing safety concerns and the need for an immediate, practical response, this referral proposes adoption of a temporary No Parking ordinance on Highway 1 near Bixby Bridge, complementing the existing Old Coast Road No Parking restrictions. This measure would provide short-term protection for public safety while allowing for continued coordination with the Coastal Commission on longer-term management approaches.

Supervisor Daniels remains open to modifying the County's course of action if meaningful and effective enforcement measures are implemented before summer.

Brief Referral Description (attach additional sheet as required):

Requesting the installation of temporary No Parking signs on State Route One (SR-1) on the northern and southern end of the Bixby Creek Bridge.

The project involves the installation of "No Parking Any Time" signage on the east and west side of SR-1 on the northern and southern end Bixby Bridge where traffic and pedestrian congestion is occurring. The signs would be spaced within appropriate, enforceable distances.

This would involve the adoption of an ordinance by the Board of Supervisors for the installation of temporary "No Parking Any Time" signs at an appropriate distance before and after the bridge.

Classification - Implication	Mode of Response
☐ Ministerial / Minor	☐ Memo ☐ Board Report ☐ Presentation

X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	**Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): Public Works, Facilities, and Parks and County Counsel	Referral Lead: Randy Ishii and Susan Blitch	Board Date: 04/28/26

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
EMAIL: CENTRALCOAST@COASTAL.CA.GOV
WEB: WWW.COASTAL.CA.GOV

March 20, 2026

Supervisor Kate Daniels
1200 Aguajito Road, Suite 1
Monterey, CA 93940
Sent electronically to: District5@countyofmonterey.gov

Subject: **Addressing Public Safety and Public Access at Bixby Bridge**

Dear Supervisor Daniels,

Thank you for convening the meeting amongst the various regulatory and public safety agencies on March 5th to discuss ongoing public safety and public access issues at Bixby Bridge along the Big Sur coast. That meeting helped to serve as a forum to identify some potential shorter and longer term solutions to address traffic, safety, and public access concerns at this iconic visitor destination. Specifically, and as we discussed, during peak visitation times we have collectively seen unsafe traffic and parking behavior (e.g., stopping on the highway to wait for a parking spot, parking on and over the highway fog line, parking in a way that blocks access to and impedes entry/exit to Old Coast Road, etc.), unsafe pedestrian behavior (e.g., crossing the highway on foot, climbing on the edge of unstable bluffs, etc.), as well as other concerning conduct (e.g., trampling of vegetation, littering, etc.). These are all real and serious problems, to be sure. But it is also important to acknowledge from where they come; they are the byproduct of the public's extraordinary interest in seeing and experiencing Bixby Bridge. When coupled with a lack of capacity and enforcement to safely accommodate this demand, the types of problems identified are not unexpected. We believe it is important that solutions to these sorts of problems be grounded in those realities, including, at its core, the reality that visitors are not going to stop trying to visit the bridge, and solutions need to keep this in mind. To that end, this letter begins to outline some potential preliminary ideas for how these issues might be able to begin to be addressed, both in the shorter and longer term, with the goal of continuing the discussion that was started at the March 5th meeting.

Enforcement Needs

In the short term, it appears clear that the first, least controversial, and perhaps most important approach to addressing these ongoing access management issues is enforcement (i.e., ensuring people are not parking in areas closed off to parking or in unsafe areas, keeping traffic – particularly emergency vehicles – moving, stopping traffic to allow for safe pedestrian crossing, etc.). This is not a new idea, but we wanted to emphasize its importance; few solutions to issues this controversial are as seemingly universally agreed upon as stepped up enforcement that promotes acceptable behaviors, and that eliminates those that are not. Indeed, this concept was highlighted by discussions at the February BSMAAC, where a consensus around the need for more

enforcement appeared to be forming. Enforcement also has the benefit of being effective immediately without any permitting requirements. As was discussed during the March 5th meeting, while a peace officer dedicated to the site during peak periods would be welcome, the role could also be shared and/or filled with a non-officer so as to ensure consistent and uninterrupted service.[1] Ultimately, we believe that enforcement is the best approach to addressing the issue in the shorter term before summer crowds arrive. It is also an important component of any medium or longer term solutions and strategies, including because any change to access rules and/or amenities will struggle to successfully address the issues without the consistent presence of enforcement, particularly during periods of peak visitor demand.

Opportunities North of the Bridge

In terms of those medium and longer term solutions, we believe now is the moment to invest the time and effort necessary to identify potential alternatives, to determine which approaches might be worth pursuing, and to work towards their implementation. To that end, we have begun to look at potential parking and access improvements along the highway on the north end of the bridge and along Old Coast Road (which we view as more medium term), and at Brazil Ranch on the south end of the bridge (which we view as more longer term), as potential ways to improve safety and help alleviate visitor pressures overall.[2] To be clear, our intent is that only safe parking spaces be used, that only safe pedestrian access is identified, and that unsafe areas be put off-limits to parking and pedestrian access. We recognize that additional time is needed to further flesh out the feasibility and appropriateness of these concepts, including the need for community participation in the planning process, and that any approach will require funding, but we also feel the acute need – as we know you do – to implement solutions as soon as possible. Thus, we are committed to continuing engaged and meaningful discussions and we hope that the ideas below can help to more fully initiate and jump-start that process. We are also not wed or confined to solely these ideas and are fully open to other ideas that might also make sense to explore. In all cases, we want to make clear that we are a ready partner to help the County in all such future planning efforts.

Perhaps the most obvious opportunity area is in the highway shoulder north of the bridge, where there is currently already parallel parking.[3] One option would be to formalize this parking (e.g., with specified demarked spaces), and to more formally identify unsafe parking and close it (e.g., with barriers). It also appears that there is space available to slightly widen the shoulder in some locations to ensure safe parking

[1] Officers have mentioned that even when they do spend time at the bridge, they are spread thin and therefore often have to leave to respond to calls. One idea to address this problem, which we support, is providing for non-officers to assist with traffic, parking, and circulation enforcement, where they would coordinate with law enforcement, and might be able to allow law enforcement time and space to prioritize and respond to emergencies and other needs rather than staying at the bridge all day.

[2] We also continue to believe that remote parking served by shuttle service to high visitation points in Big Sur could be an important complement to any sort of solution, and encourage it to continue to be amongst the potential solutions discussed, even while acknowledging its potential logistical and funding constraints.

[3] See Figure 1, below, that includes various ideas for improvements along the highway and Old Coast Road on the north end of Bixby Bridge.

for formal spaces. Another option in this area is to create formalized diagonal parking at the large pullout on the seaward side of the highway. This could include a 'parking lane' of sorts, running behind the diagonal parking, enabling cars to pull out of the main travel lane prior to parking, and giving cars backing out of parking spots the room they need without backing into the highway.[4] It appears that adequate paved space already exists in this area for options like that, and implementation may be as simple as reconfiguring a section of guardrail and installing pavement striping. It may also be beneficial to couple these kinds of improvements with a formalized lateral path along the highway (e.g., on the seaward side of parking areas) that is connected to highway crossing(s) to better manage pedestrian activity. In addition, while likely more difficult, it may be that portions of the slope on the inland side of the road could be at least partially excavated and space created to make all of these options more doable.

As for Old Coast Road, upon the upcoming expiration of the County's emergency permit that temporarily closed it to parking, one option would be to modify the road as possible to increase usable space, then partially pave it (i.e., the first few hundred yards, not the entire road), and then add formalized spaces, a vehicular turnaround, and pedestrian areas where they can safely be accommodated. A paved entrance to Old Coast Road would also provide the opportunity to replace the cones that currently delineate an entrance and exit to the road with striping and/or permanent delineators more consistent with Big Sur aesthetics. Finally, some form of formalized overlook that provides a view of the backside of the bridge could be created, as that has become one of the prime vantages for visitors, and it may help alleviate some pressure from the seaward overlook area if visitors can park and view the bridge all from the inland side.

Any configuration of pedestrian access at the north end of the bridge would benefit significantly from more formalized pedestrian access areas (e.g., more clearly defining where pedestrians are and are not allowed through things like symbolic fencing, pavement stencils, surfacing material changes, low-profile signage, etc.). In particular, adding a way for pedestrians to cross the highway more safely would have significant benefits. We believe an undercrossing cantilevered from the northern abutment of the bridge[5] would – if feasible – probably be the best option. Surface level crossings and related measures (e.g., a crosswalk, pedestrian crossing lights, even full blown traffic signals) are also worth considering, although the trade off may be that such measures might be inconvenient for drivers (albeit probably not more inconvenient than current conditions, where pedestrian cross the highway at all points, as opposed to being funneled to identified crossing points).

Overall, we realize that some of the ideas for the north end of the bridge outlined above come with serious tradeoffs and some will be, upon further consideration, inappropriate and/or infeasible. The reality of this highly popular and highly constrained site is that any solution will involve tradeoffs, so it is worth at least considering a wide range of ideas, even those with complex or controversial tradeoffs. Our goal in presenting these ideas is to start a focused planning discussion and process that results in collective decisions

[4] Such a configuration is currently effectively employed in a narrow area along Highway 1 at Bonny Doon Beach in Santa Cruz County.

[5] For example, such an undercrossing is currently in place on the north end of the Golden Gate Bridge.

for how to move forward. We also want to make clear that we do not have preconceived notions about one outcome or the other per se, more so that we believe the evaluative exercise is key, where a goal in our view needs to be identifying ways in which we can provide as much safe access as possible.

Opportunities South of the Bridge

With respect to Brazil Ranch, this area may have the potential to help provide alternative means of access that could take pressure off the northern side of the bridge. Brazil Ranch is the property located just south of the bridge, and it is owned by the U.S. Forest Service. As part of a past Coastal Commission Federal Consistency determination for Brazil Ranch, the Commission required various public access improvements at the Ranch, including public parking and trail access on the inland side of the highway, and a blufftop trail seaward of the highway. Similar requirements were also part of the agreement that transferred the Ranch to the Forest Service in the first place. While these improvements were agreed to by the Forest Service and are legally binding, they have to date not been completed, and the Forest Service has been out of compliance on this point for nearly 20 years. We hope to work with the Forest Service to develop and implement this required public access plan and believe that it represents an opportunity for the public to experience Bixby Bridge in a new way. To be clear, the question at hand is not whether access at Brazil Ranch is appropriate – it is legally required by the Commission and the terms under which the Ranch was transferred to the Forest Service in the first place – rather, the question is how to design this access in a manner that can also help address ongoing issues at Bixby Bridge.

Three core issue areas govern whether and how access at Brazil Ranch could provide a safe and effective public access alternative for Bixby Bridge: 1) how to provide locations where the public can get desirable views of Bixby Bridge; 2) how to provide safe and visually unobtrusive parking, trails, and overlooks; and 3) how to encourage the Forest Service to be a champion for a project of this sort, including in terms of potential funding streams. We acknowledge that each of these issues poses a challenge at this location, and we further acknowledge that tradeoffs exist with all potential parking/access options. We have begun exploring potential locations for various components in the preliminary graphics attached to this letter (see Figures 2 and 3 below). The graphics identify several potential alternative parking locations: at existing and/or reconfigured highway pullouts, at the entrance to the Ranch access road, and out of the viewshed by the existing Ranch buildings. Potential new blufftop trails are also shown, which could help provide alternative sightseeing opportunities for Bixby Bridge and the coastline between it and Hurricane Point. Similarly, a new trail and overlook inland of Highway 1 at the Ranch could provide alternative backside bridge views for those who park at the inland Ranch area, although the siting of those overlooks may pose a challenge due to viewshed and private property constraints.

In any case, please understand that these are simply our attempt to outline some ideas for discussion; they are the starting point of a process, not the finished product. We acknowledge that these improvements, were they to be implemented, would alter some views in this important space, and that is something that would require not only a willingness to accept some access-related development in the viewshed, but also extremely thoughtful and sensitive design. Our hope is that these ideas spark a

discussion and collaboration on how to design access at Brazil Ranch, and how such access could provide an alternative means to accommodate public demand for Bixby Bridge visitation.

Commitment to Collaborative Planning

Finally, just to be as clear and transparent as possible, our goal in writing this letter and laying out the ideas discussed above, is to start digging into the substance of the type of collaborative planning process that we believe to be necessary at Bixby Bridge. This bridge is an architecturally beautiful, historically significant, preeminent icon of the California coast. It is a place many visitors want to see, and a destination around which some visitors plan their trips to Monterey and the central coast. For all of these reasons, the ability for visitors to stop and view the bridge, the canyon it traverses, and the dramatic coastline it parallels, holds enormous value. This public access value is protected by both the Big Sur LUP and the Coastal Act. Indeed, the LUP specifically protects views from Bixby Creek turnout[6] to ensure that visitors who stop to view the area can do so without those views being impacted by inappropriate and visually intrusive development.

As discussed above, the current lack of formalized access and enforcement, paired with the intense demand to visit this location, poses public safety and other risks that must be addressed. At the same time, given the extraordinary access value of this location, we are concerned that the closure of all parking near the bridge – even for a temporary period – would be too blunt of a response and would result in significant adverse impacts to public coastal access, raising conformance problems with LCP and Coastal Act public access provisions. We are also concerned that a full parking closure would not successfully address the ongoing safety issues, and would likely come with unintended consequences. Specifically, and because demand to stop and view the bridge is so acute, particularly in peak periods, people would still find ways (whether legal and safe or not) to access the area, including stopping in highway travel lanes and parking elsewhere along the highway and walking significant distances along the unprotected highway shoulder and over the narrow bridge. Similar circumstances currently pose serious safety issues at Point Lobos (for which similar collaborative planning processes are underway). We therefore believe, consistent with the Coastal Act and LCP requirements on this issue, that the better solution is to better manage access rather than seek to eliminate it.

We understand that many of the ideas discussed in this letter will take time and collaborative effort to discuss, debate, tweak as necessary, and ideally to implement, and all of the ideas discussed will require funding. We hope you will consider us a ready and willing partner ready to rise to and contend with the challenges here. We also recognize that there are likely to be competing ideas, and we welcome thoughtful examination of other options as well, just as we want others to thoughtfully look at the ideas presented above. It is going to take that kind of open and transparent process and commitment, with interested parties seeking common goals, for this to work.

[6] See Big Sur LUP Policy 3.2.2.1 (Critical Viewshed Definition).

In closing, we want to thank you for your continuing commitment to tackling this important issue in a collaborative way. We recognize the difficult choices and sometimes competing objectives at Bixby Bridge, and we remain fully committed to helping be a solutions-oriented teammate here. Of course, and as you are well aware, this will take similar commitments – including a commitment to approach issues and potential solutions with an open and inquisitive mind – by other key partners, including Caltrans, the Forest Service, and the Big Sur community, and we look forward to that dialogue.

Sincerely,

Breylen Ammen

Breylen Ammen
Coastal Planner
Central Coast District Office
California Coastal Commission

cc: Scott Smith, Caltrans
Fin Eifert, U.S. Forest Service
Randell Ishii, Monterey County Public Works
Craig Spencer, Monterey County Housing and Community Development

Figure 1: North End of Bridge and Old Coast Road

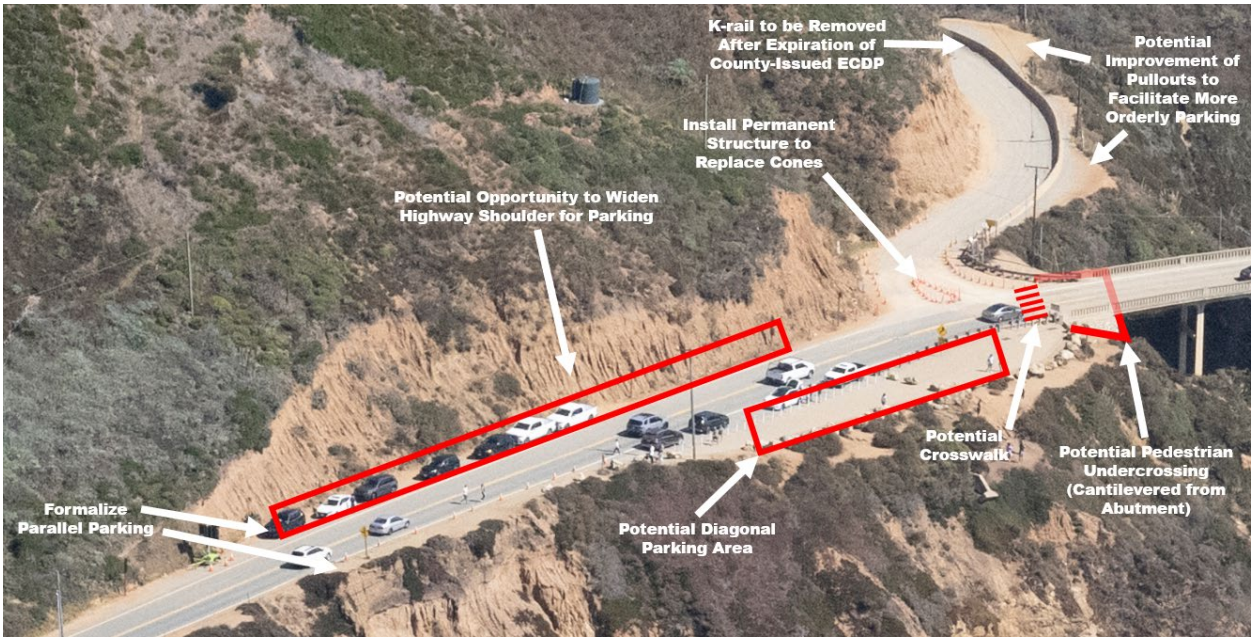


Figure 2: Brazil Ranch

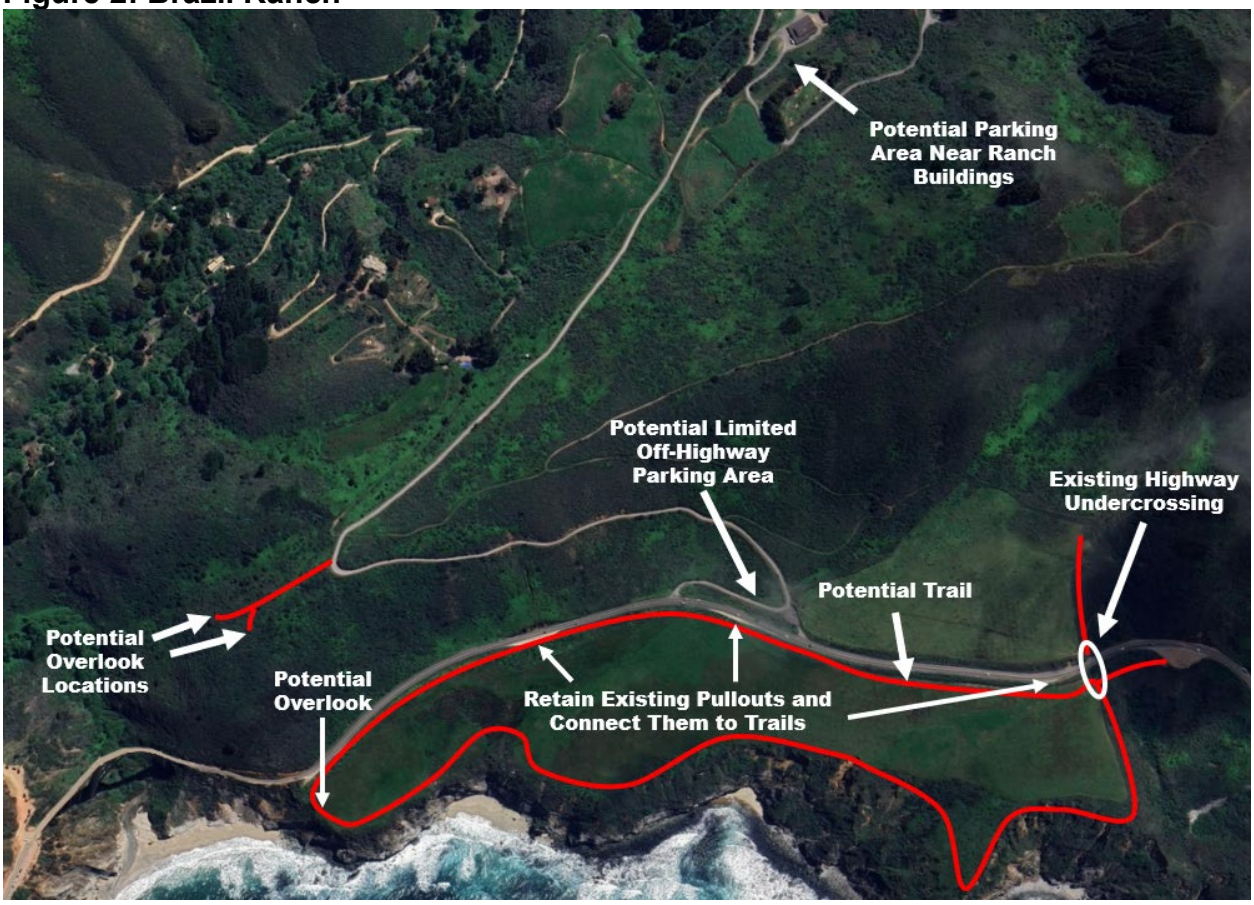


Figure 3: Brazil Ranch



Bixby Bridge: CCC Letter

California Coastal Commission letter dated March 20, 2026 | Analysis based on the Big Sur Land Use Plan and California Coastal Act

CCC Letter / Citation	Planning Documents / Citation
Enforcement: Stepped-up parking and traffic enforcement needed immediately, ideally a dedicated presence during peak periods. No LUP policy or Coastal Act section cited.	This is a reasonable action consistent with the Land Use Plan. **LUP Policy 2.2.4. Basic Objectives and Policies.** All proposed uses, whether public or private, must meet the same exacting environmental standards and must not degrade the Big Sur landscape.
Formalize existing parallel parking north of bridge with demarked spaces and barriers. *Coastal Act Section 30212.5* requires public parking facilities be distributed throughout an area to mitigate overcrowding or overuse of any single area.	**LUP Policy 3.2.1 (Key Policy)** prohibits all development visible from Highway 1, including public projects. **LUP Policy 3.2.3.E** requires new parking facilities to be at off-highway locations and states that land acquired for viewshed protection "shall NOT be developed for parking or visitor serving facilities." Formalizing informal parking is still development. **CIP Section 20.145.030** adds that "landscaping, berming, or mounding shall not be utilized to screen development which would otherwise be within the critical viewshed," closing off any mitigation argument. **BSCAC Design Guidelines** further specify that "no parking should be allowed or possible within 10 feet of the edge of traffic lanes."
Diagonal parking at seaward pullout, with a circulation lane behind it. *Coastal Act Section 30212.5* requires public parking facilities be distributed throughout an area to mitigate overcrowding or overuse of any single area.	**LUP Policy 3.2.3.E** explicitly states that "the creation of new parking lots between Highway One and the ocean shall be avoided wherever possible." A new diagonal parking configuration with a circulation lane is precisely the type of facility this language prohibits. **BSCAC Design Guidelines** additionally require that "no parking should be allowed or possible within 10 feet of the edge of traffic lanes," a standard that the proposed seaward pullout configuration would need to satisfy and likely cannot.
Widen highway shoulder / excavate inland slope to create more parking room. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.3.A.4** expressly prohibits grading or excavation that would intrude upon the critical viewshed. Excavating the inland slope for parking is a direct violation of this provision. **CIP Section 20.145.030** further states that where a project cannot be redesigned to avoid the critical viewshed, "the site shall be considered environmentally inappropriate for development" — stronger language than the LUP alone.

Partially pave Old Coast Road, add formalized parking spaces, a vehicular turnaround, and a new inland overlook. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.1** prohibits all development visible from Highway 1. **LUP Policy 3.2.3.E** prohibits new parking facilities in the viewshed. A constructed overlook is a structure subject to the same prohibition. Old Coast Road is specifically named in **LUP Policy 3.2.2.1** as part of the critical viewshed definition, making any new construction there doubly problematic. **CIP Section 20.145.030** further prohibits using landscaping, berming, or mounding to screen development that would otherwise be in the viewshed, precluding the kind of design mitigation that might otherwise make an overlook approvable. The **BSCAC Design Guidelines** describe vista pullouts as places of "quiet and solitude" — a character standard that formalized parking and a vehicular turnaround would not meet.
Pedestrian undercrossing cantilevered from the northern bridge abutment as preferred option. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.3.H** provides the only viewshed exception for public access improvements, limited to "minimal public access improvements on the beach along shoreline lateral accessways, such as litter collection facilities and rustic stairways." A cantilevered undercrossing does not qualify under this narrow exception. **LUP Policy 6.1.5.E.2** states that viewshed compatibility "may limit the establishment of access improvements." Additionally, Bixby Creek Bridge is a County-designated historical site under **CIP Section 20.145.020.TT,** meaning any construction attached to or immediately adjacent to the bridge abutment would require a separate historical resource evaluation before any permit could be considered.
Surface crossings, crosswalk, or traffic signals as alternative pedestrian improvements. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.1** applies to structures and improvements visible from Highway 1. Signal infrastructure would be visible from the highway. Any such improvements require a finding under **LUP Policy 3.2.3.H** that no alternative exists and no significant adverse visual impact will result, a high bar that has not been analyzed.
Brazil Ranch (south of bridge, USFS-owned): Public access improvements including parking and blufftop trails are legally required by a past Coastal Commission Federal Consistency determination and the terms of the Ranch	Legally obligated access improvements must comply with the LUP. **LUP Policy 6.1.3** states that preservation of the natural environment is the "highest priority" and that "all future access must be consistent with this objective."

transfer, yet unbuilt for nearly 20 years. No LUP policy or Coastal Act section cited.	**LUP Policy 6.1.5.E.2** requires that parking facilities and access improvements be compatible with "strict viewshed protection." A prior federal consistency determination does not override the certified LUP.
Full parking closure would violate Coastal Act and LCP public access provisions. *Coastal Act Section 30210* requires "maximum access" for all people. Section 30210 also qualifies this with "consistent with public safety needs and the need to protect public rights...and natural resource areas from overuse," though the CCC does not emphasize this qualification.	**LUP Policies 3.2.1 and 6.1.3** make viewshed protection the paramount objective; the LUP does not require that access demand be satisfied through new construction. *Coastal Act Section 30212* expressly allows access requirements to be excepted where access is "inconsistent with...the protection of fragile coastal resources," providing statutory support for limiting parking construction. *Coastal Act Section 30007.5* further provides that where Coastal Act policies conflict, the resolution must be "the most protective of significant coastal resources" — scenic resources and fragile coastal resources are equally legitimate coastal resources under the Act, and public access is not the trump card.
LUP Policy 3.2.2.1 protects views from Bixby Creek turnout, therefore visitor access has significant public value that must be preserved.	**LUP Policy 3.2.2.1** defines the critical viewshed to include Bixby Creek Turnout, which activates the prohibition in **LUP Policy 3.2.1** against any development visible from that location.
Better to manage access than eliminate it, consistent with Coastal Act and LCP. *Coastal Act Section 30214* explicitly authorizes managing access by regulating "time, place, and manner," and specifically mentions protecting aesthetic values as a factor in doing so.	"Managed access" does not require or justify new parking infrastructure or overlook construction that the LUP expressly prohibits. Section 30214's authorization to consider aesthetic values in managing access actually supports strict viewshed protection, not construction in the viewshed. Enforcement, shuttle service, and demand management are LUP-consistent tools for managing access without building in the viewshed. *Coastal Act Section 30007.5* requires that policy conflicts be resolved in the manner "most protective of significant coastal resources" — the certified LUP's viewshed protections must be respected alongside any access obligations.

Attachment B

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTION 12.28.010 OF THE MONTEREY COUNTY CODE TO PROHIBIT PARKING AT ALL TIMES ON STATE HIGHWAY 1, NEAR BIXBY BRIDGE

County Counsel Summary

This ordinance is for the protection of the public peace, health, and safety of Monterey County residents and visitors to prohibit parking along State Highway 1, near Bixby Bridge. With limited space for stopping and parking and an increasing visitor demand that often exceeds the limited space, first responders, residents and visitors have recently observed an increase in the frequency of motorists making sudden stops and turns in the on Highway 1, parking vehicles on the Highway 1 in a manner that impedes traffic, and significant numbers of pedestrians crossing the highway in an unsafe manner to enjoy the views. These conditions place visitors, residents, motorists, and pedestrians in danger through an increase in the potential for collisions and by delaying emergency response times due to congestion. This ordinance amends Section 12.28.010 of the Monterey County Code to prohibit parking along State Highway 1, from approximately 900 feet north of the north abutment of Bixby Bridge (Caltrans Post Mile 59.64) to approximately 700 feet south of the south abutment of Bixby Bridge (Caltrans Post Mile 59.25), for a period of 12-months after the signage is installed.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. PURPOSE AND FINDINGS.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. California Vehicle Code section 22506 authorizes the County to enact regulations by ordinance to prohibit or restrict parking of vehicles on a state highway within the County's jurisdiction, if the ordinance is first submitted to and approved by the State Department of Transportation ("Caltrans").

C. In response to community concerns, Supervisorial District 5 prepared Board Referral No. 2026.08 seeking to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on State Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responded to longstanding and well-documented public safety hazards at this location.

D. During the Labor Day weekend of 2022, concerned constituents collected data and recorded up to 325 pedestrian highway crossings per hour on the north side of Bixby Bridge. On September 4 of that weekend, vehicle activity peaked at 70 complete stops in the roadway per hour. Additional counts from September and October of that year showed Sunday afternoon averages of 108 pedestrian crossings per hour, 38 complete stops in the travel lane per hour, and 12 vehicles per hour parked over the fog line.

E. On January 15, 2026, the final 6.8-mile stretch at Regent's Slide in Monterey County reopened, which fully reopened Highway 1 from San Luis Obispo County to Monterey County. According to Visit California, visitation has surged significantly since the roadway reopened. Northbound traffic at Ragged Point has grown more than 900% year-over-year, clear evidence of restored access and pent-up demand for travel to this iconic coastal corridor.

F. During the spring 2026, traffic congestion at key Big Sur chokepoints – including Bixby Bridge, Point Lobos, and Soberanes – reached unprecedented levels according to concerned constituents and law enforcement. These conditions continue to heighten risks to visitor and resident safety, emergency access, and sensitive natural resources.

G. With limited space for stopping and parking and an increasing visitor demand that often exceeds the limited space, first responders, residents and visitors have recently observed an increase in the frequency of motorists making sudden stops and turns in the on Highway 1, parking vehicles on the Highway 1 in a manner that impedes traffic, and significant numbers of pedestrians crossing the highway in an unsafe manner to enjoy the views. These conditions place visitors, residents, motorists, and pedestrians in danger through an increase in the potential for collisions and by delaying emergency response times due to congestion.

H. In March 2026, Supervisor Daniels met with California Coastal Commission ("CCC") staff to explore potential management strategies for Bixby Bridge. While staff provided a follow-up letter on March 20, staff did not identify actionable near-term solutions or funding strategies to address the immediate hazards expected this summer.

I. Considering ongoing safety concerns and the need for an immediate, practical response, Referral No. 2026.08 proposed adoption of a temporary No Parking ordinance on Highway 1 near Bixby Bridge, complementing the existing Old Coast Road No Parking restrictions. The measure would provide short-term protection for public safety while allowing for continued coordination with CCC staff on longer-term management approaches.

J. On May 19, 2026, Public Works, Facilities and Parks ("PWFP") staff provided the Board of Supervisors a preliminary analysis report in response to said Board referral. At the meeting, the Board provided direction to staff to pursue the path of acquiring an Emergency Coastal Development Permit ("ECDP"), while concurrently preparing an ordinance for no parking for consideration by the Board, followed by applying for a Caltrans Encroachment Permit for placing the signage on Highway 1. Thereafter, the moratorium would be implemented for a 12-month period, and the ECDP would be supplanted by consideration of a regular Coastal

Development Permit ("CDP"). The follow-up permit would involve exploration of options for parking and access long-term.

K. Given all of above, it is necessary and appropriate for the protection of the public peace, health, and safety of Monterey County residents and visitors to prohibit parking along State Highway 1 on both sides near Bixby Bridge, from approximately 900 feet north of the north abutment of Bixby Bridge (Caltrans Post Mile 59.64) to approximately 700 feet south of the south abutment of Bixby Bridge (Caltrans Post Mile 59.25).

L. After the 12-month prohibition period, County staff will return with a regular CDP application. Moreover, the County will explore other options for parking and access long-term.

M. The adoption of the ordinance is statutorily exempt under the California Environmental Quality Act pursuant to Section 15269(c) of the CEQA Guidelines because the action will involve specific actions necessary to prevent or mitigate an emergency. Specifically, temporarily prohibiting parking in a limited area near Bixby Bridge given increasing concerns for impacts to visitor and resident safety, emergency access, and sensitive natural resources.

SECTION 2. Section 12.28.010 of the Monterey County Code is amended by adding to that section the following street location:

State Highway 1, on both sides, from approximately 900 feet north of the north abutment of Bixby Bridge (Caltrans Post Mile 59.64) to approximately 700 feet south of the south abutment of Bixby Bridge (Caltrans Post Mile 59.25). This prohibition shall be in effect for a twelve (12) month period after installation of the signage.

SECTION 3. OTHER ACTIONS.

County staff are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this ordinance including the posting of appropriate signage in and around the described locations.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective on the thirty-first day following its adoption. The parking restriction enacted by this ordinance will not become operative unless and until approved by the State Department of Transportation.

PASSED AND ADOPTED this ____ day of ____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Wendy Root Askew, Chair
Monterey County Board of Supervisors

AT T E S T:

VALERIE RALPH
Clerk of the Board

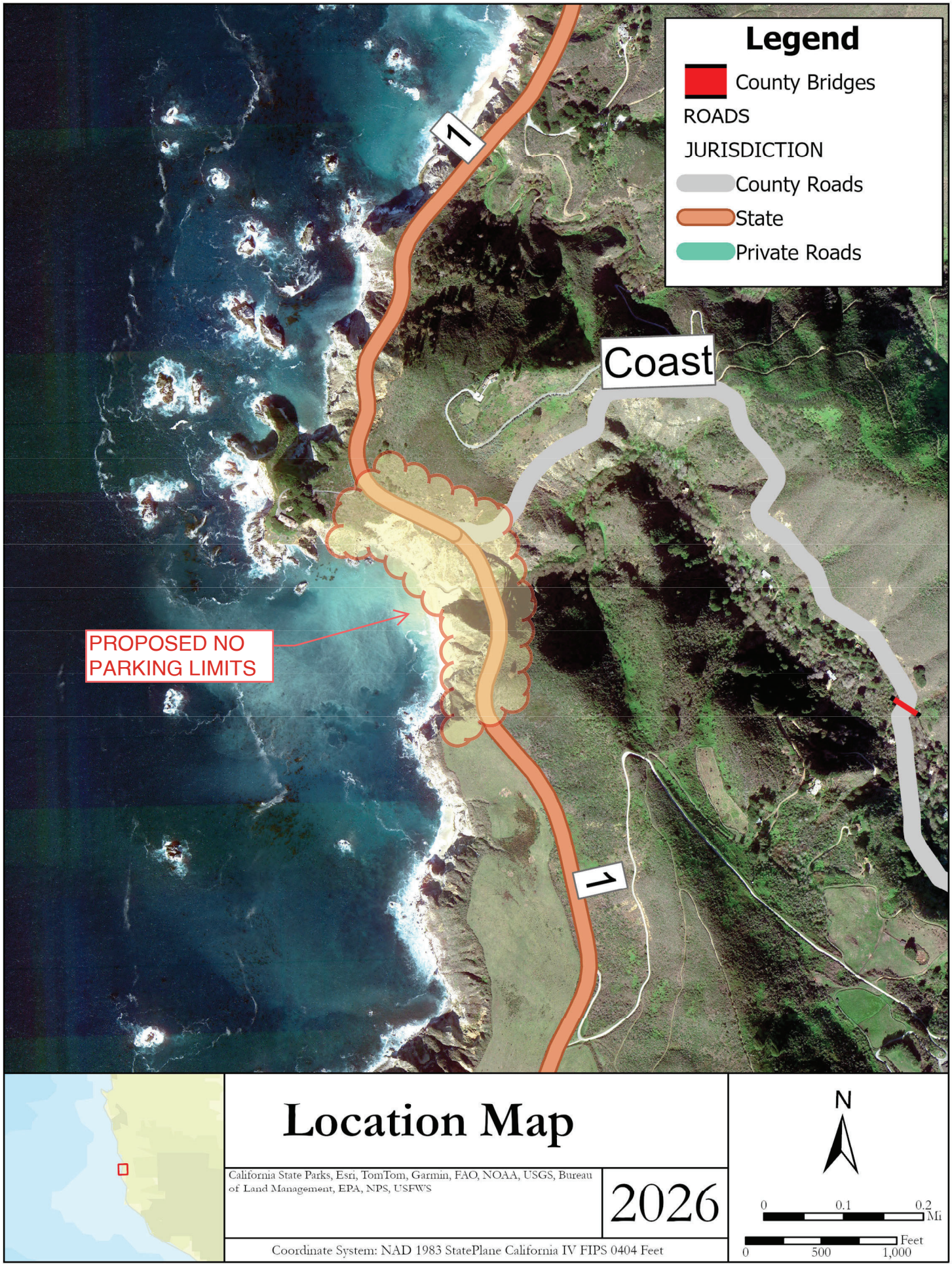
By: _____
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon

KELLY L. DONLON
Chief Assistant County Counsel

Attachment C


Legend
County Bridges
ROADS
JURISDICTION
County Roads
State
Private Roads
1
Coast
1
PROPOSED NO PARKING LIMITS
Location Map
California State Parks, Esri, TomTom, Garmin, FAO, NOAA, USGS, Bureau of Land Management, EPA, NPS, USFWS
2026
Coordinate System: NAD 1983 StatePlane California IV FIPS 0404 Feet
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Introduced: 6/1/2026
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
b. Provide direction to staff on whether to proceed with development of one or both measures for potential placement on a future ballot; and
c. Consider adopting a resolution to:

1. Amend the County of Monterey Administrative Office Fiscal Year 2025-26 Adopted Budget (001-1050-8039-CAO014, Other General Expenditures) to increase appropriations by $30,000 - financed by a corresponding reduction in 001-1050-8034-CAO020 (Contingencies) to support consultant services required for pre-ballot feasibility analysis and public engagement (4/5ths vote required); and
2. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
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SUMMARY/DISCUSSION

On March 17, 2026, the Board received the first follow-up report responding to Board Referral No. 2026.01 (Daniels), which directed staff to evaluate the feasibility of a special real estate transfer tax applied to ultra-high-value residential property transactions. That discussion included:

- Consideration of a $10 million threshold and potential adjustment to a $5 million threshold;
- Preliminary assessment of market impacts, policy structure, and legal parameters; and
- Direction to return with additional analysis.

On April 7, 2026, staff returned with expanded evaluation, including threshold alternatives, revenue projections, comparable jurisdiction experience, and recommendations to conduct public opinion polling on both a potential Property Transfer Tax (PTT) and a complementary increase to the Transient Occupancy Tax (TOT) in unincorporated Monterey County.

Consistent with the Board's direction, the County engaged EMC Research to conduct a statistically valid feasibility survey of likely November 2026 voters in the unincorporated areas. The May 2026 Feasibility Survey is now complete. Results indicate strong support for a TOT increase to the general tax, and mixed insufficient support for a new PTT special tax.

The survey was conducted April 27 through May 4, 2026, using a mixed mode approach, including telephone (landline and mobile) interviews conducted by trained interviewers, as well as email and text-to-web responses. A total of 500 likely November 2026 voters residing in the unincorporated areas of Monterey County participated.

Transient Occupancy Tax - Feasibility Findings

Polling results indicate consistently strong support for a potential TOT general tax increase. Initial support measured approximately 59 percent already exceeding the simple majority required for passage. After respondents received additional information about the measure's purpose and implications, support increased further, reaching nearly two-thirds. Across all stages of the survey, approval ranged from the high 50s to the mid-60s, demonstrating durable voter support. The polling was done based on an increase in TOT by 2%, increasing from 10.5% to 12.5%.

Property Transfer Tax - Feasibility Findings

Survey findings indicate a more challenging path for a PTT special tax. Initial support measured approximately 51 percent, below the two-thirds threshold required for a special tax under state law. Although support increased modestly with additional information, it did not approach the required two-thirds level at any point. Support fluctuated between the low 50s and high 50s throughout the survey period, suggesting that even with strengthened messaging, the PTT measure is unlikely to achieve feasible passage as a special tax. The polling was based on a 3% property transfer tax for ultra-high value properties above $10 million.

Based on polling results and prior Board deliberations, staff recommends moving forward with a TOT revenue measure and that the Board consider alternatives to a PTT special tax, including potentially exploring the PTT as a general tax, which requires only a simple majority.

Next Steps

If the Board elects to proceed with one or both measures, staff will:

- Conduct refined fiscal and economic modeling;
- Prepare draft ordinances and ballot materials for County Counsel review;
- Develop a full implementation timeline, including key election deadlines;

- Coordinate legally compliant educational public information materials; and
- Return to the Board on July 7, 2026 for final review and direction on ballot placement.

The feasibility survey indicates that a TOT increase presents a viable path forward, while a PTT measure would require significant structural modification or substantially increased voter education to meet required support levels. This report seeks Board direction on how to proceed with both revenue initiatives.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, Assessor-County Clerk-Recorder's Office, Housing and Community Development, County Administrative Office, and District 5 Supervisor Office have been involved in this process.

FINANCING:
Polling and strategic analysis to this point have been funded through the previously authorized $83,500 allocation for consultant services. If the Board approves the potential revenue measures to proceed, an additional $20,000 will be required, funded through contingency. If the TOT ballot initiative is supported by voters, it is estimated it will generate $7.6 million in additional revenue annually. Property Transfer Tax is estimated to generate approximately $5 million annually.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

__Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
X Diverse and Thriving Economy

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared and approved by: Michael Beaton, Assistant County Administrative Officer

Attachments:
Resolution
Tax Measures Feasibility Survey Presentation

Introduced: 6/1/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
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1. Amend the County of Monterey Administrative Office Fiscal Year 2025-26 Adopted Budget (001-1050-8039-CAO014, Other General Expenditures) to increase appropriations by $30,000 - financed by a corresponding reduction in 001-1050-8034-CAO020 (Contingencies) to support consultant services required for pre-ballot feasibility analysis and public engagement (4/5ths vote required); and
2. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
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SUMMARY/DISCUSSION

On March 17, 2026, the Board received the first follow-up report responding to Board Referral No. 2026.01 (Daniels), which directed staff to evaluate the feasibility of a special real estate transfer tax applied to ultra-high-value residential property transactions. That discussion included:

- Consideration of a $10 million threshold and potential adjustment to a $5 million threshold;
- Preliminary assessment of market impacts, policy structure, and legal parameters; and
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Consistent with the Board's direction, the County engaged EMC Research to conduct a statistically valid feasibility survey of likely November 2026 voters in the unincorporated areas. The May 2026 Feasibility Survey is now complete. Results indicate strong support for a TOT increase to the general tax, and mixed insufficient support for a new PTT special tax.

The survey was conducted April 27 through May 4, 2026, using a mixed mode approach, including telephone (landline and mobile) interviews conducted by trained interviewers, as well as email and text-to-web responses. A total of 500 likely November 2026 voters residing in the unincorporated areas of Monterey County participated.

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Polling results indicate consistently strong support for a potential TOT general tax increase. Initial support measured approximately 59 percent already exceeding the simple majority required for passage. After respondents received additional information about the measure's purpose and implications, support increased further, reaching nearly two-thirds. Across all stages of the survey, approval ranged from the high 50s to the mid-60s, demonstrating durable voter support. The polling was done based on an increase in TOT by 2%, increasing from 10.5% to 12.5%.

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Survey findings indicate a more challenging path for a PTT special tax. Initial support measured approximately 51 percent, below the two-thirds threshold required for a special tax under state law. Although support increased modestly with additional information, it did not approach the required two-thirds level at any point. Support fluctuated between the low 50s and high 50s throughout the survey period, suggesting that even with strengthened messaging, the PTT measure is unlikely to achieve feasible passage as a special tax. The polling was based on a 3% property transfer tax for ultra-high value properties above $10 million.

Based on polling results and prior Board deliberations, staff recommends moving forward with a TOT revenue measure and that the Board consider alternatives to a PTT special tax, including potentially exploring the PTT as a general tax, which requires only a simple majority.

Next Steps

If the Board elects to proceed with one or both measures, staff will:

- Conduct refined fiscal and economic modeling;
- Prepare draft ordinances and ballot materials for County Counsel review;
- Develop a full implementation timeline, including key election deadlines;

- Coordinate legally compliant educational public information materials; and
- Return to the Board on July 9th 2026 or final review and direction on ballot placement.

The feasibility survey indicates that a TOT increase presents a viable path forward, while a PTT measure would require significant structural modification or substantially increased voter education to meet required support levels. This report seeks Board direction on how to proceed with both revenue initiatives.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, Assessor-County Clerk-Recorder's Office, Housing and Community Development, County Administrative Office, and District 5 Supervisor Office have been involved in this process.

FINANCING:
Polling and strategic analysis to this point have been funded through the previously authorized $83,500 allocation for consultant services. If the Board approves the potential revenue measures to proceed, an additional $20,000 will be required, funded through contingency. If the TOT ballot initiative is supported by voters, it is estimated it will generate $7.6 million in additional revenue annually. Property Transfer Tax is estimated to generate approximately $5 million annually.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

__Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
X Diverse and Thriving Economy

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared and approved by: Michael Beaton, Assistant County Administrative Officer

Attachments:
Resolution
Tax Measures Feasibility Survey Presentation

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No. _____ Adopt a Resolution to: a. Amend the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $20,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot public engagement (4/5ths vote required); and b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required)…….	)))))))))))))

WHEREAS, on March 17, 2026, the Board directed staff to return with additional information and clarifications relating to Board Referral No. 2026.01 (Daniels), seeking evaluation of a potential special real estate transfer tax (PTT) on high-value property transactions in unincorporated Monterey County; and

WHEREAS, on April 7, 2026, the Board directed staff to explore a potential increase of the County's transient occupancy tax (TOT) as a way to respond to rising County costs; and

WHEREAS, on April 14, 2026, after further discussion of the potential ballot measures to create a PTT and raise the TOT, the Board directed that staff move forward with further analysis and public outreach for a potential PTT and TOT increase; and

WHEREAS, on June 9, 2026, the Board received a presentation with polling information on the potential PTT and TOT ballot measures, and authorized staff to amend the adopted budget to support consultant services necessary for pre-ballot feasibility and public engagement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, does hereby approve as follows:

a. Amends the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $20,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot feasibility and public engagement (4/5ths vote required); and
b. Authorizes and directs the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

PASSED AND ADOPTED on this 9th day of June 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page _____ of Minute Book _____, on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy





Tax Measures Feasibility Survey
County of Monterey
Unincorporated Areas
Executive Summary
June 9, 2026

EMC research

Methodology

- Survey of likely November 2026 voters in Unincorporated Monterey County
- Survey conducted April 27 – May 4, 2026 in English and Spanish
- Mixed mode telephone and web (email-/text-to-web) methodology
  - Phone interviews conducted by trained, professional interviewers; landlines and mobile phones included
  - Email and text invitations were sent with a link to an online survey
- 500 interviews; overall margin of error ±4.4 percentage points
  - Split Sample: 250n interviews in each split, MOE = ±6.2 percentage points
- Where applicable, results compared with the following:

Methodology	Dates	Universe	Sample Size	Margin of Error	EMC #
Mixed mode web/phone	May 16 – 23, 2024	Likely Nov. 2024 Voters	600 overall 195n in uninc. areas*	Overall: ±4.0 % points Uninc.: ±7.0 % points	24-9333

**Throughout, results from 2024 are shown only among respondents in unincorporated Monterey County*

Please note that due to rounding, some percentages may not add up to exactly 100%.

Key Findings

- Voter mood is similar to 2024, with most voters in unincorporated Monterey County aware of the County's need for additional funding, but relatively high sensitivity to taxes.
- Currently, a transient occupancy tax (TOT) increase is supported by about six-in-ten voters in the county, above the majority threshold for passage.
- A dedicated property transfer tax (PTT) on single-family sales over $10 million is more divisive, with about half of voters initially supportive. Support increases when voters are given more information, but does not reach the two-thirds majority needed for passage of a special tax.
- Both measures show some vulnerability to general opposition around government spending, but most voters do not believe the measures would deter tourists or home buyers.

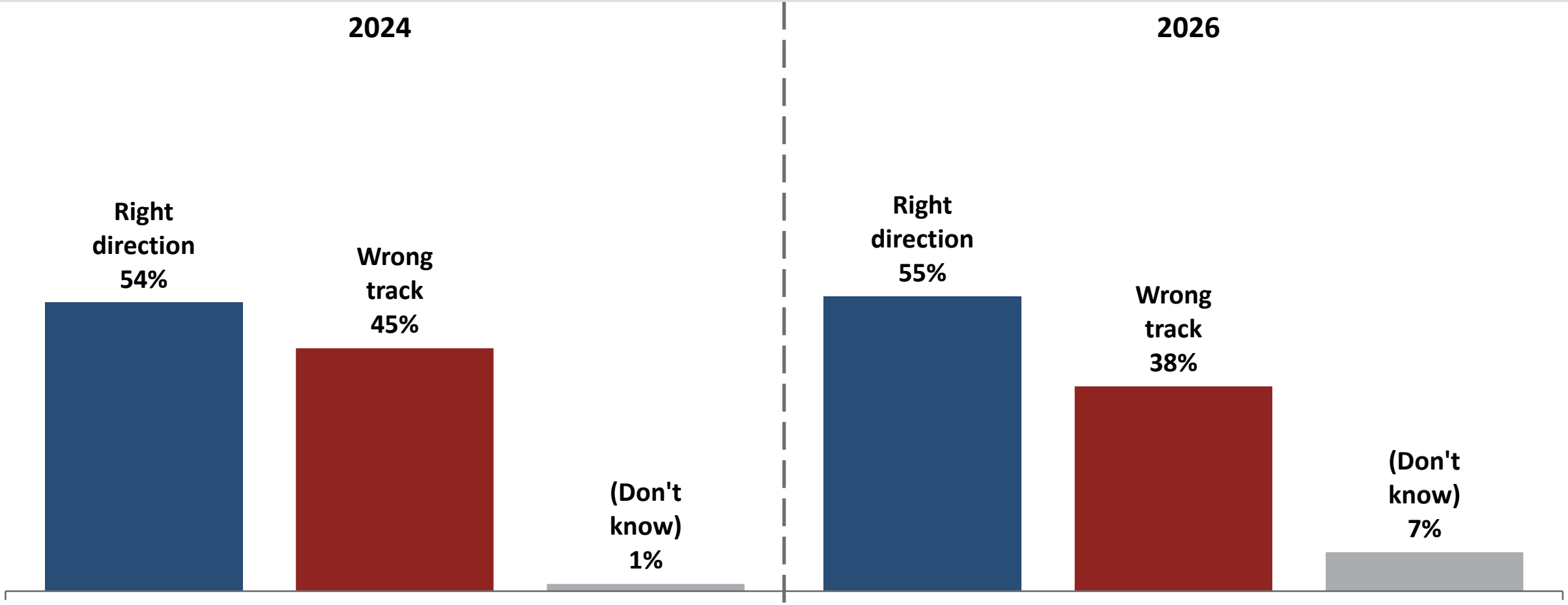


Issue Environment

Right Direction/Wrong Track

Just over half of voters in unincorporated Monterey County are optimistic about the direction of the county.

Do you feel that things in Monterey County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?



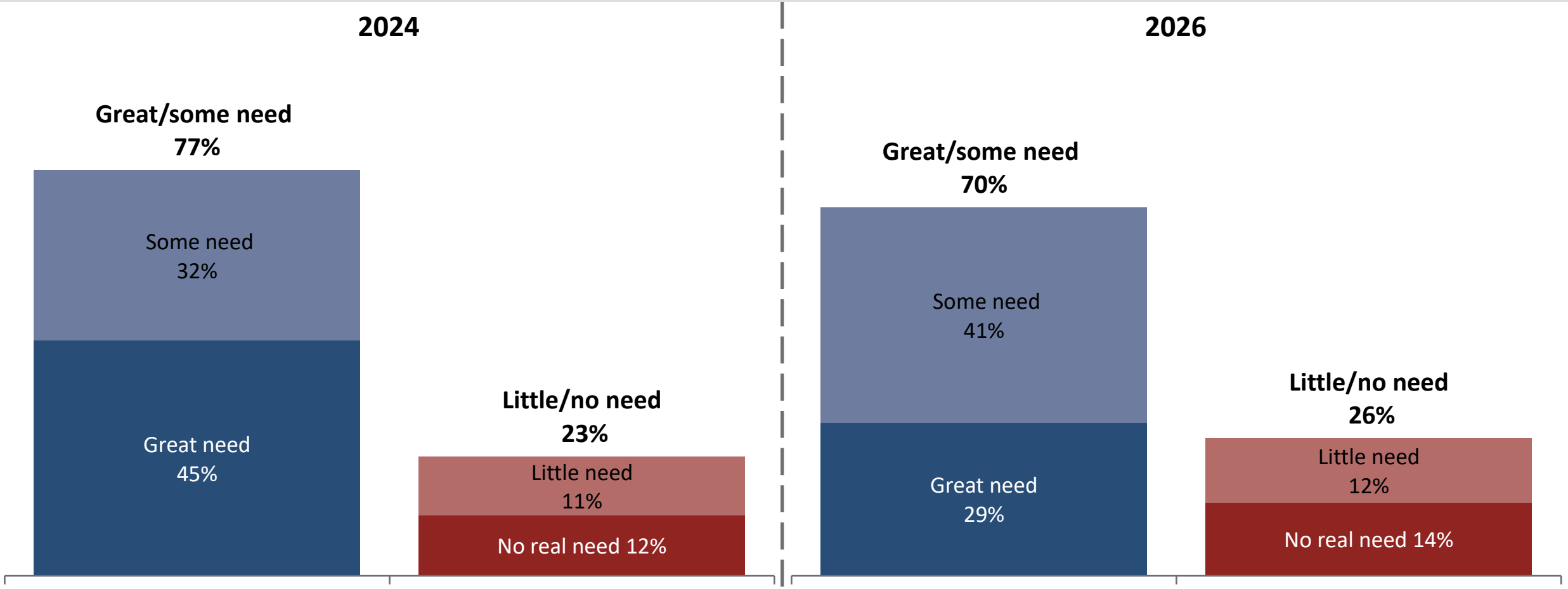
Q3.

Note: 2024 n=195, MOE ±7.0 % points

Need for Funds for County Services

Most voters continue to be aware of the County's need for funds for services.

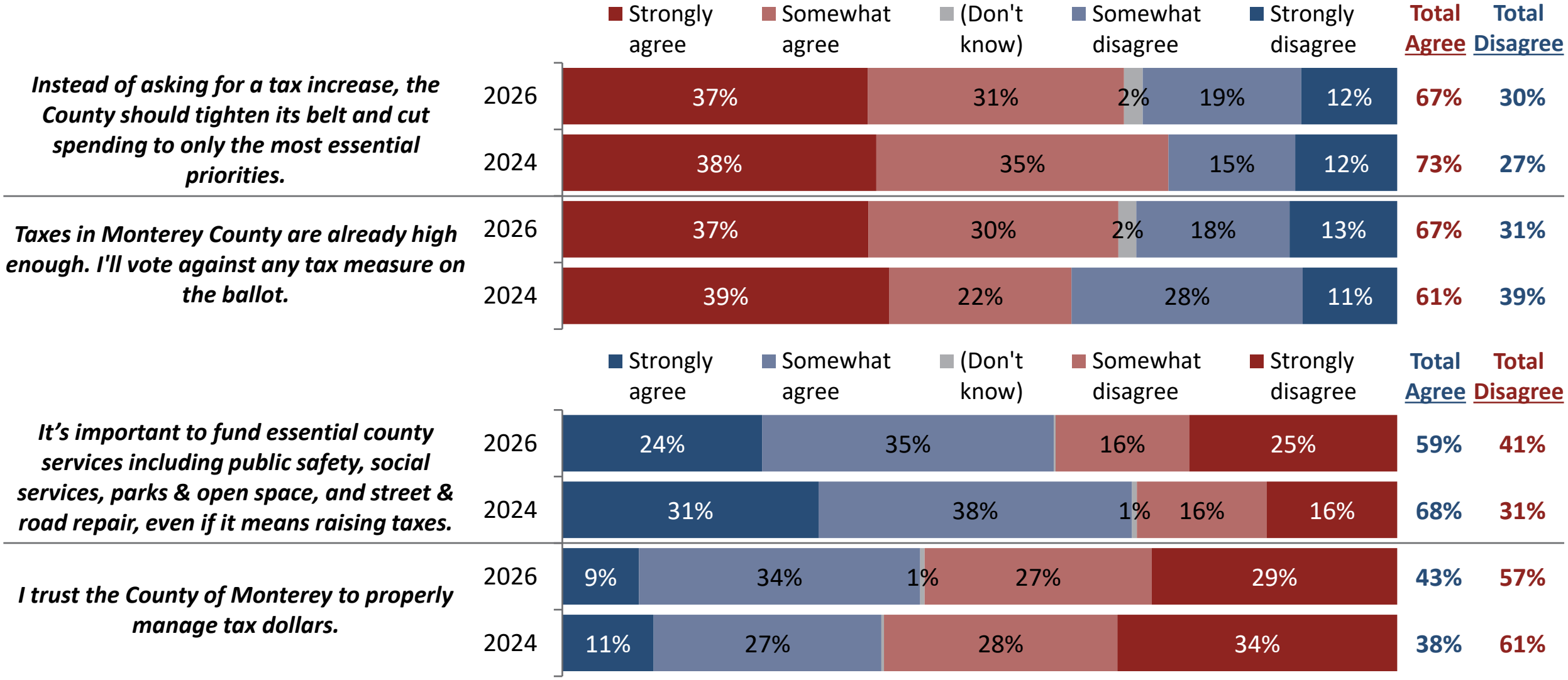
Would you say that the County of Monterey has a great need, some need, little need, or no real need for more money for county services including public safety, social services, parks and open space, and street and road repair?



Q4.

Tax Sensitivity and Trust

While there is relatively high tax sensitivity, a majority of voters continue to say it is worth raising taxes for county services.



Q7-10. Please indicate whether you agree or disagree with the following statements.



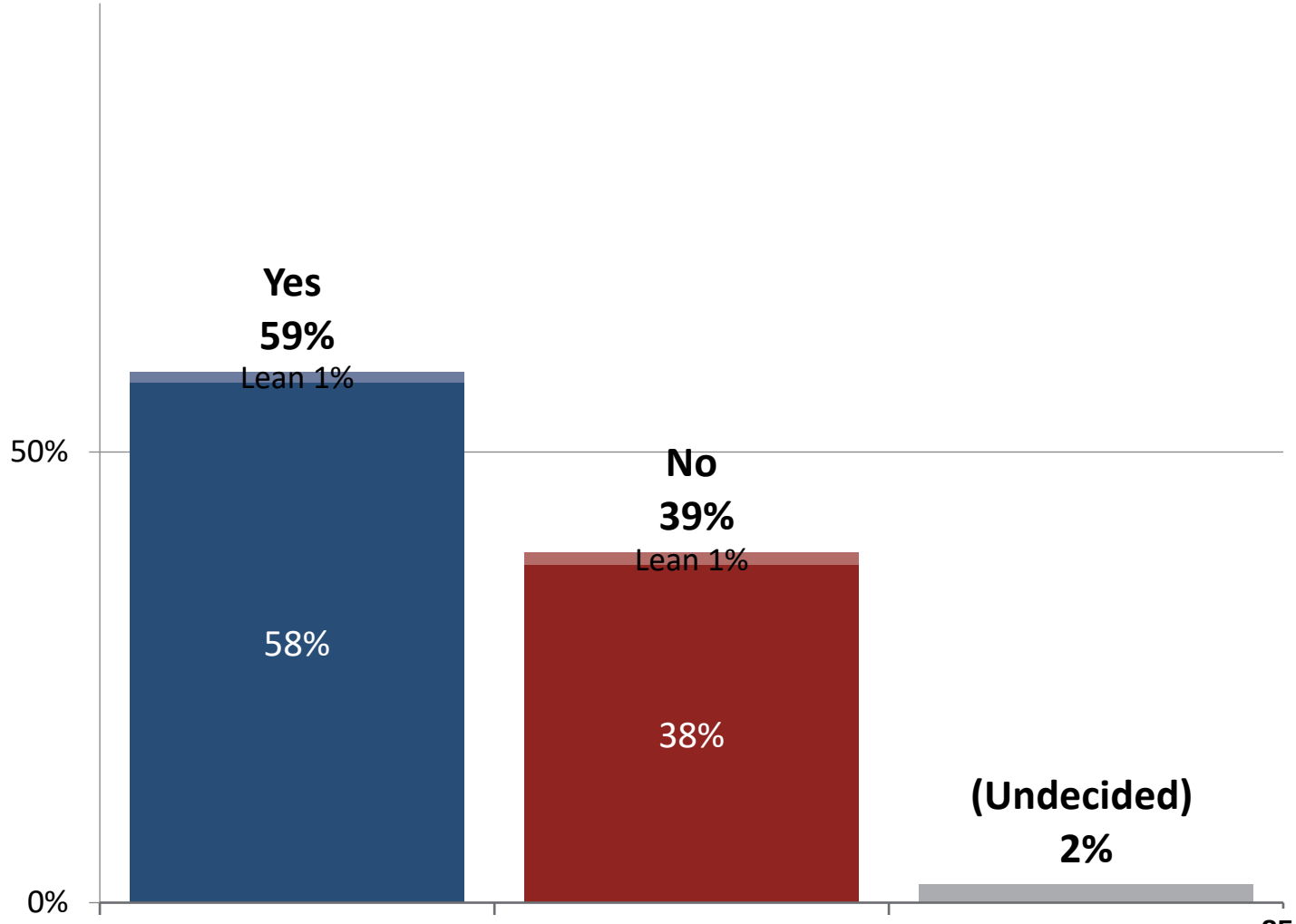
Ballot Measures

TOT Initial Vote

Initial support for a TOT increase is above the majority threshold.

Next, you will see a measure that may appear on the ballot in Monterey County. The measure reads:

To fund essential County of Monterey services, including street maintenance and pothole repair; programs to reduce homelessness; water and sewer infrastructure maintenance; healthcare; improved public safety and emergency services; libraries, County parks, and recreation facilities; job skill development programs, and other general county services, shall the County of Monterey increase its existing Transient Occupancy Tax in unincorporated areas from 10.5% to 12.5%, paid only by hotel/lodging guests, providing approximately $7,600,000 annually, until ended by voters?



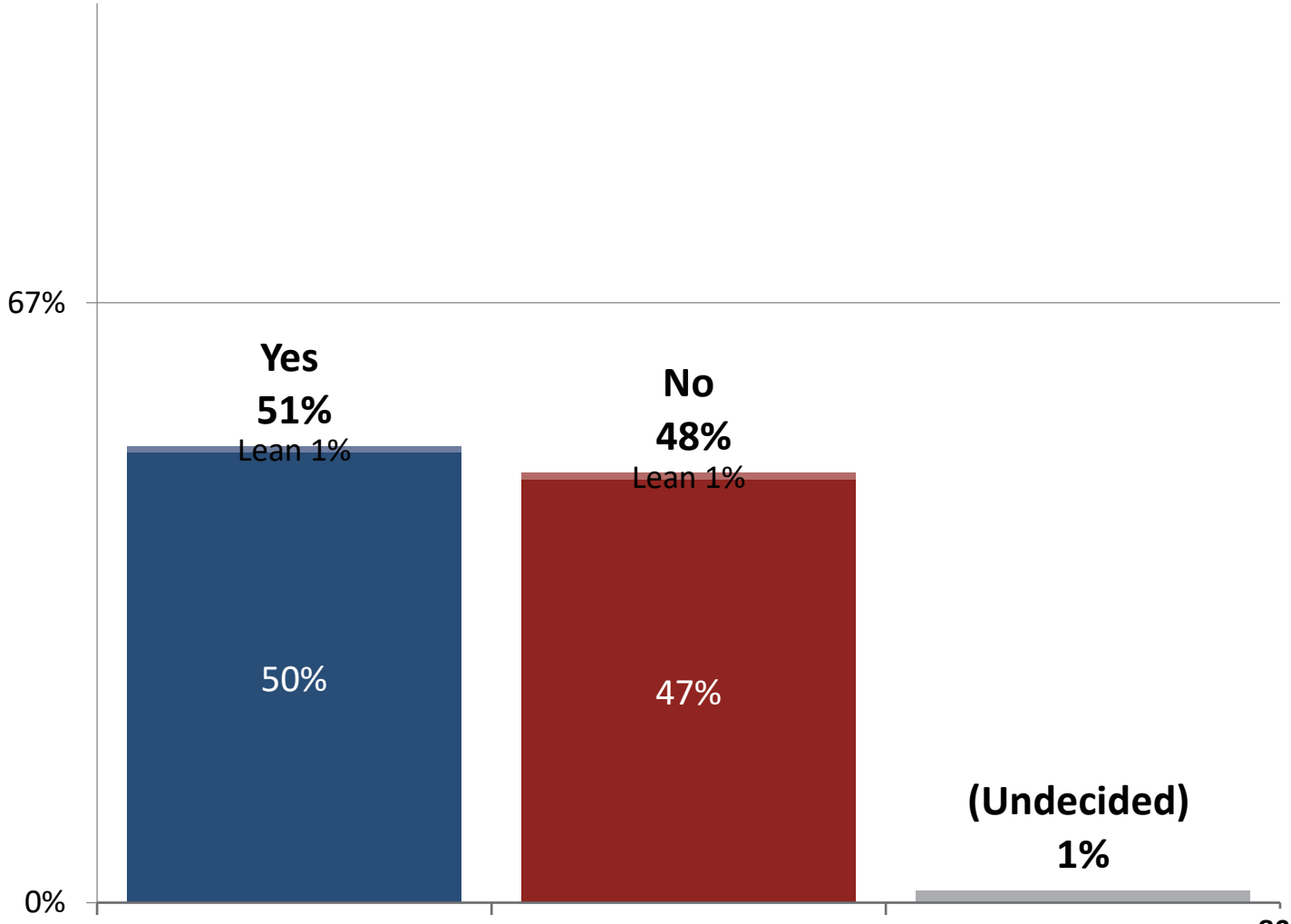
Q5. If the election were held today, would you vote yes to approve or no to reject this measure?

PTT Initial Vote

Support for the property transfer tax measure is just around fifty percent, well under the two-thirds threshold needed for a special tax.

Next, you will see a measure that may appear on the ballot in Monterey County. The measure reads:

To fund programs to create housing that is affordable for Monterey County families, teachers, first responders, and other local workers; provide first-time homebuyer down-payment assistance; and preserve existing housing that is affordable for middle-income workers; shall the County of Monterey measure enacting a 3% property transfer tax in unincorporated Monterey County only on single-family residential property sales over $10,000,000, generating about $6,000,000 in local funding annually until ended by voters, with independent audits, be adopted?



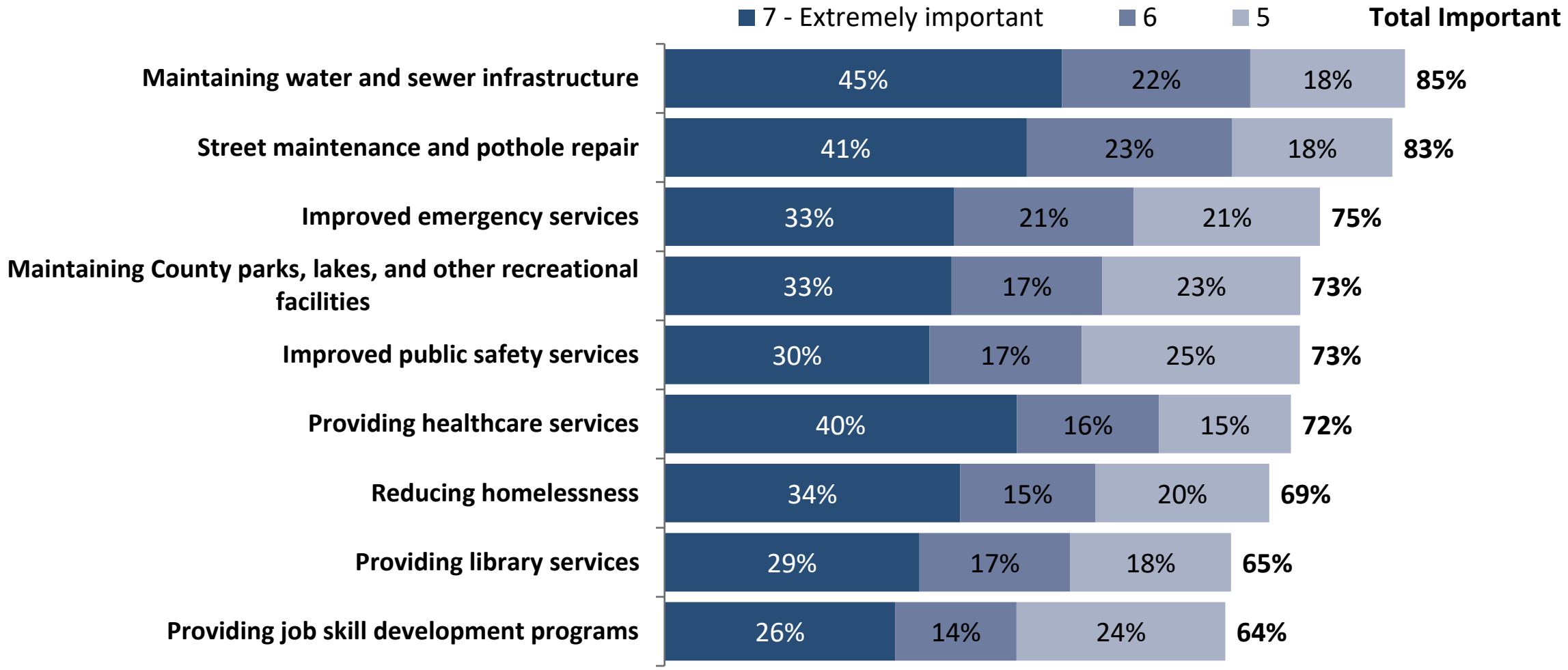
Q6. If the election were held today, would you vote yes to approve or no to reject this measure?



Funding Priorities and Additional Information

TOT Project Importance

All tested items that the TOT measure could support are important to at least 6-in-10 voters. Water and sewer infrastructure and street maintenance rise to the top, with over 80% of voters rating each as important.

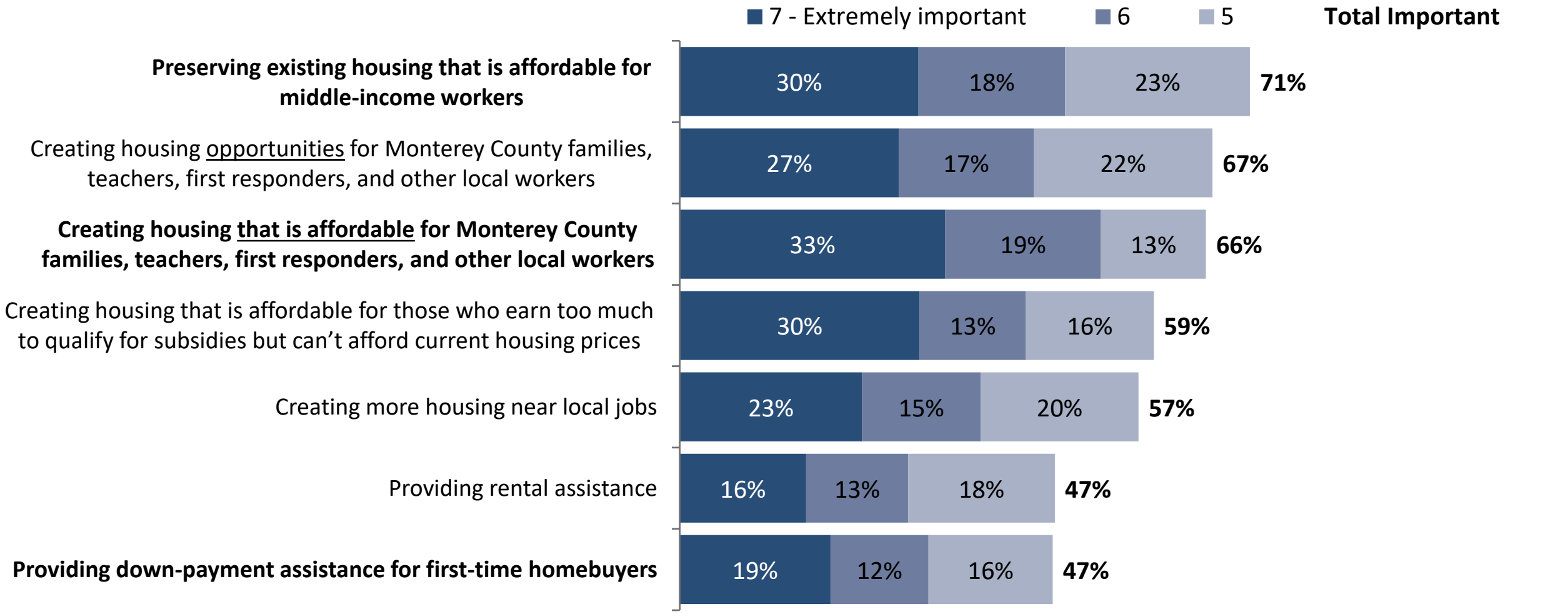


Q13-21. Next you will be asked about a list of projects and programs these ballot measures could support. After each one, please rate how important that project is to you.

***Bolded items included in tested ballot language**

PTT Project Importance

"Creating housing opportunities" language performs very similarly to "Creating housing that is affordable," but intensity on the latter is higher. Providing down payment or rental assistance is important to less than half of voters.



Q22-28. Next you will be asked about a list of projects and programs these ballot measures could support. After each one, please rate how important that project is to you.

***Bolded items included in tested ballot language**

Additional Measure Information

Information about oversight is convincing to 70% of voters. For the TOT, offsetting tourism impacts is quite convincing. For the PTT, avoiding displacement of seniors, helping workers live near jobs, and displacement consequences are compelling.

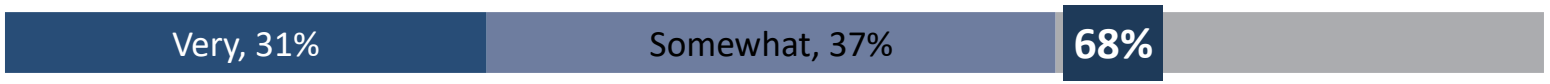
[TOURISM–TOT] Every year, hundreds of thousands of visitors come to our area, adding to traffic gridlock and strain on public safety services and local natural habitats. The transient occupancy tax measure would be paid only by these visitors, helping to offset their impact without increasing taxes on local residents.



[OVERSIGHT] Mandatory financial audits and yearly reports will ensure that all funds from these measures are spent right here in Monterey County for voter-approved purposes.



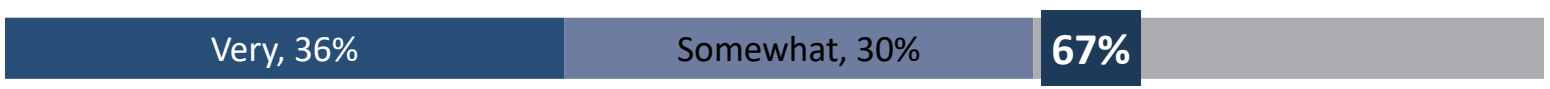
(SAMPLE A ONLY: 250n) [SENIORS–PTT] Because of rising housing costs, longtime residents and seniors are increasingly unable to remain in the communities where they have spent their lives, forcing them to leave the neighbors and support networks they rely on.



[NEAR JOBS–PTT] The people who make our region function—including teachers, registered nurses, hospitality workers, and public safety personnel—can no longer afford to live in the communities they serve, contributing to traffic congestion and reduced quality of life. We need more housing near jobs so these professionals can live where they work.



[CONSEQUENCES–PTT] We're already seeing the consequences of families being priced out of our area in declining school enrollment and staffing shortages in our hospitals and local businesses. Without action to make homeownership more affordable for working families, we risk losing the people who sustain our communities and the character that makes this place unique.



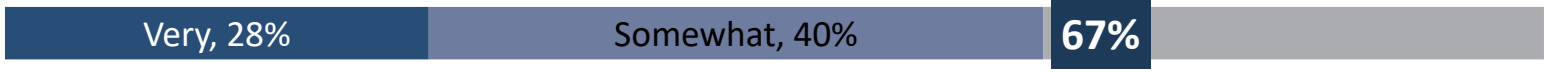
Q29-Q39. Next you will read statements from people who support the proposed ballot measures for Monterey County. After each one, please indicate how convincing that statement is as a reason to vote for the measures.

Additional Measure Information

That all funding generated by the PTT would be dedicated to housing is less compelling than other information.

[OTHER COMMUNITIES–TOT] The transient occupancy tax measure would simply raise the tax rate for overnight visitors in the unincorporated areas to the same level it already is in many other local communities, including the cities of Monterey, Pacific Grove, and Seaside.

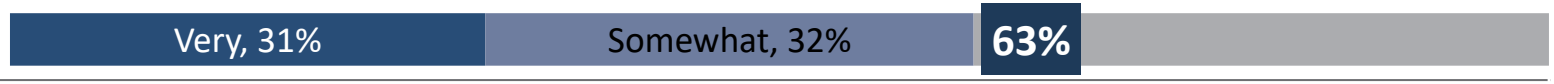
% Total Convincing



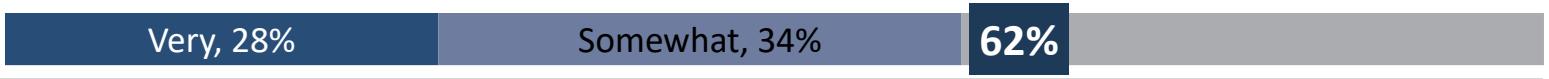
[LOCAL CONTROL] These measures would create a guaranteed source of local funding that, by law, cannot be taken by Sacramento, for our housing affordability crisis and vital county services, ensuring our tax dollars stay local for the benefit of Monterey County residents.



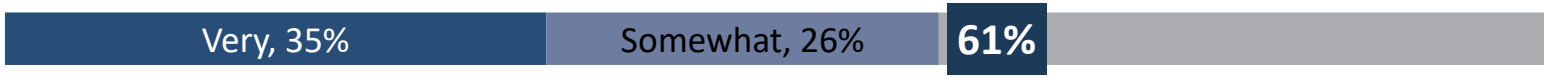
(SAMPLE B ONLY: 250n) [NEXT GENERATION–PTT] Many young adults who grow up here are unable to return after college because housing is unattainable for early and mid-career professionals. We need to take action so we don't lose out on the next generation of families and all they could contribute to our communities.



[BURDEN] These measures will help the County maintain critical services and everyday residents afford to live here without costing the average resident anything. Only those who book a hotel, motel or short-term rental in the unincorporated areas of the county; or those buying or selling single-family properties valued over $10 million in those areas pay these taxes.



[PITCH IN–PTT] It's only fair to ask those who can afford luxury properties and second homes in our beautiful region to pitch in a fraction of their cost so that working families and year-round residents can afford to stay here.



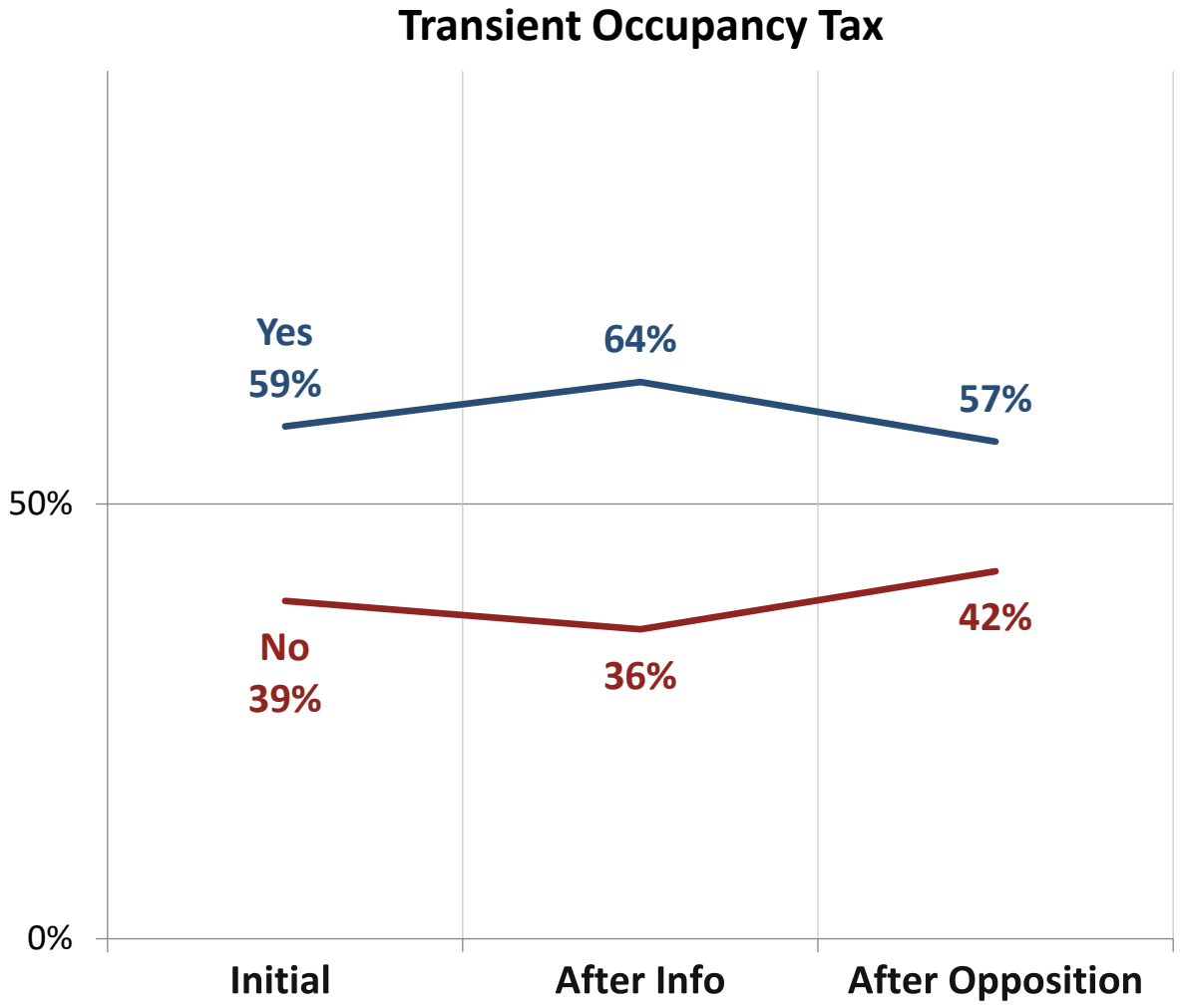
[DEDICATED FUNDING–PTT] All funding generated by the property transfer tax would go to voter-approved purposes helping solve our area's housing affordability crisis.

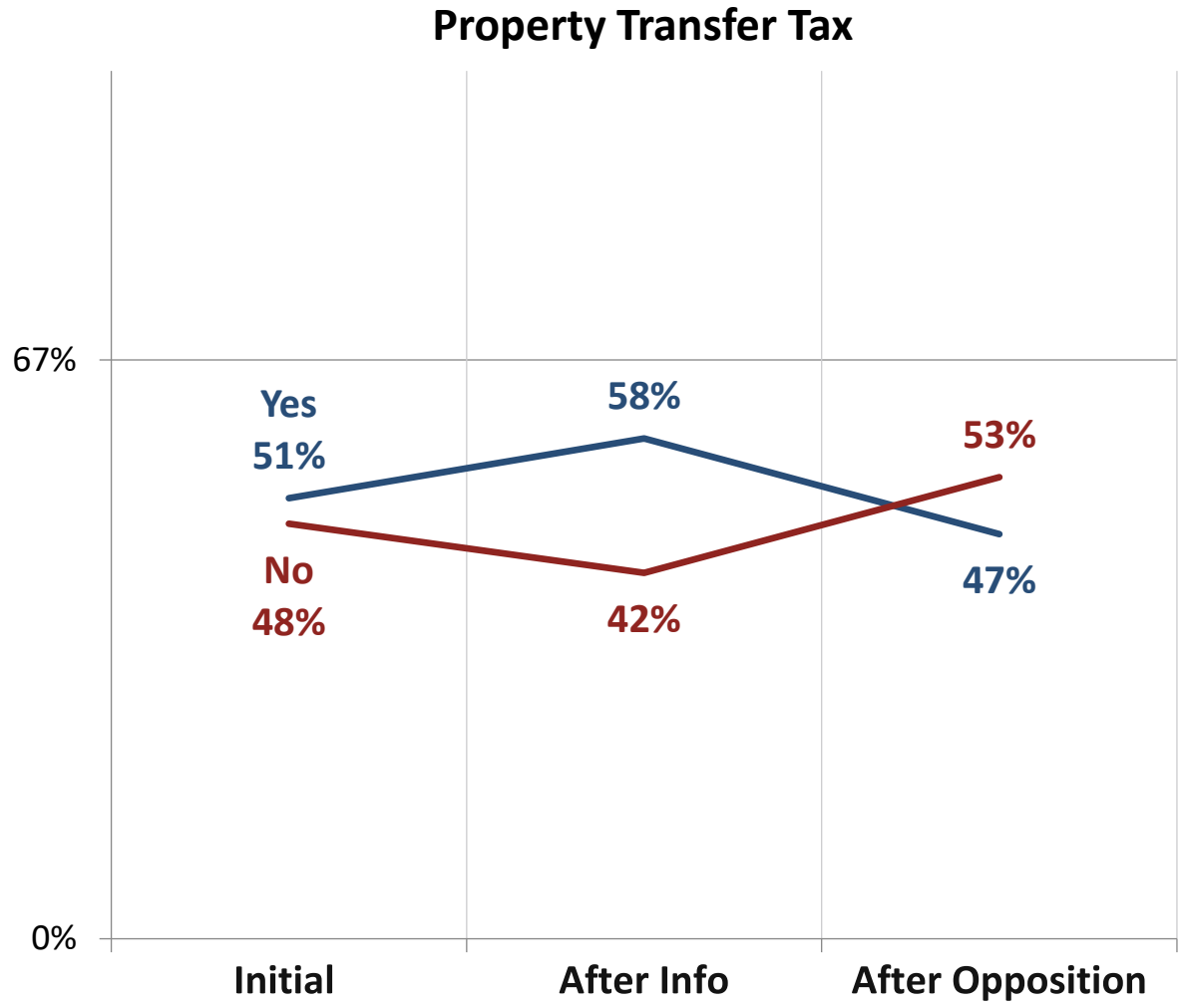


Q29-Q39. Next you will read statements from people who support the proposed ballot measures for Monterey County. After each one, please indicate how convincing that statement is as a reason to vote for the measures.

Support Progression

Support for both measures rises after more information about need, but is somewhat vulnerable to opposition.



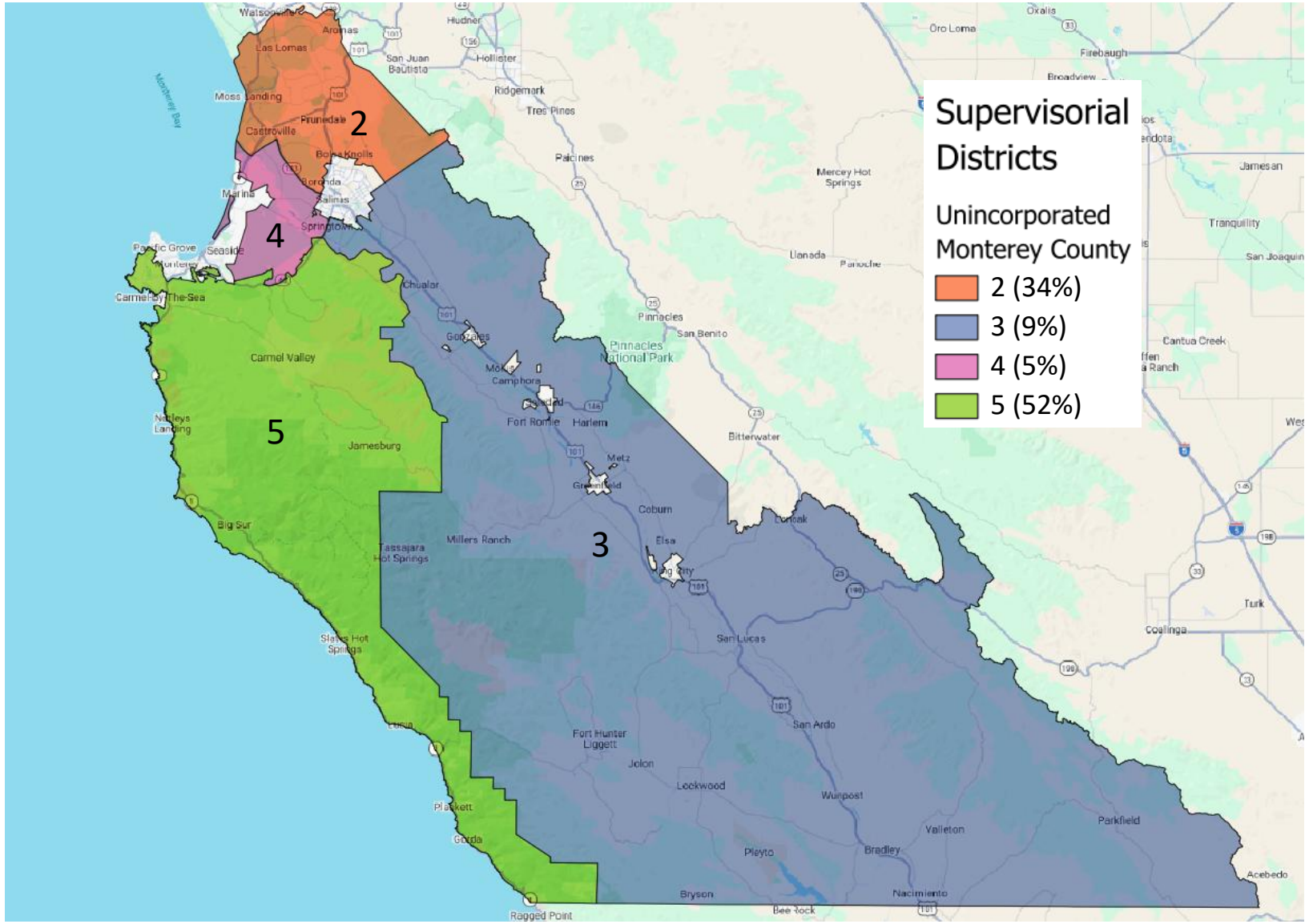


Q5/6/40/41/48/49. Finally, after everything you have read, would you vote yes to approve or no to reject the [transient occupancy / property transfer] tax measure for unincorporated Monterey County?

Conclusions

- A 2% increase in the transient occupancy tax in the unincorporated areas is currently supported by more than the half of voters needed.
- A dedicated property transfer tax (PTT) on single-family property sales over $10 million faces a more difficult path. More education about the benefits of the measure is helpful, but support currently does not reach two-thirds even with more information.
- There was little impact on support based on which measure voters heard first—if anything, support for the PTT was at times marginally higher among those who heard about the TOT first.

Region


Supervisorial Districts
Unincorporated Monterey County
2 (34%)
3 (9%)
4 (5%)
5 (52%)
2
3
4
5
Aromas
Las Lomas
San Juan Bautista
Hollister
Ridgemark
Tres Pines
Moss Landing
Prunedale
Castroville
Marina
Salinas
Springfield
Pacific Grove
Seaside
Monterey
Carmel-by-the-Sea
Carmel Valley
Chualar
Gonzales
Pinnacles
San Benito
Pinnacles National Park
Camphora
Fort Romie
Harlem
Natividad
Jamesburg
Bitterwater
Metz
Greenfield
Coburn
Big Sur
Tassajara Hot Springs
Millers Ranch
Elsa
Big City
San Lucas
Slates Hot Springs
Fort Hunter Liggett
San Ardo
Jolon
Lockwood
Wunpost
Parkfield
Valleton
Bradley
Pleyto
Bryson
Nacimiento
Bee Rock
Ragged Point
Oro Loma
Firebaugh
Broadview
Mercey Hot Springs
Panoche
Llanada
Jamesan
Tranquility
San Joaquin
Cantua Creek
Turk
Coalinga
Acebedo



Emily Kirby Goodman
emily@emcresearch.com
510.550.8932

Sianna Ziegler
sianna@emcresearch.com
206.204.8045

Emerson Rogers
erogers@emcresearch.com

Introduced: 6/1/2026 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** BoS Resolution

a. Receive a presentation and status update on the evaluation efforts related to potential 2026 revenue measures, including a Property Transfer Tax (PTT) and a potential increase to the Transient Occupancy Tax (TOT);
b. Provide direction to staff on whether to proceed with development of one or both measures for potential placement on a future ballot; and
c. Consider adopting a resolution to:

1. Amend the County of Monterey Administrative Office Fiscal Year 2025-26 Adopted Budget (001-1050-8039-CAO014, Other General Expenditures) to increase appropriations by $30,000 - financed by a corresponding reduction in 001-1050-8034-CAO020 (Contingencies) to support consultant services required for pre-ballot feasibility analysis and public engagement (4/5ths vote required); and
2. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
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SUMMARY/DISCUSSION

On March 17, 2026, the Board received the first follow-up report responding to Board Referral No. 2026.01 (Daniels), which directed staff to evaluate the feasibility of a special real estate transfer tax applied to ultra-high-value residential property transactions. That discussion

included:
- Consideration of a $10 million threshold and potential adjustment to a $5 million threshold;
- Preliminary assessment of market impacts, policy structure, and legal parameters; and
- Direction to return with additional analysis.

On April 7, 2026, staff returned with expanded evaluation, including threshold alternatives, revenue projections, comparable jurisdiction experience, and recommendations to conduct public opinion polling on both a potential Property Transfer Tax (PTT) and a complementary increase to the Transient Occupancy Tax (TOT) in unincorporated Monterey County.

Consistent with the Board's direction, the County engaged EMC Research to conduct a statistically valid feasibility survey of likely November 2026 voters in the unincorporated areas. The May 2026 Feasibility Survey is now complete. Results indicate strong support for a TOT increase to the general tax, and mixed insufficient support for a new PTT special tax.

The survey was conducted April 27 through May 4, 2026, using a mixed mode approach, including telephone (landline and mobile) interviews conducted by trained interviewers, as well as email and text-to-web responses. A total of 500 likely November 2026 voters residing in the unincorporated areas of Monterey County participated.

Transient Occupancy Tax - Feasibility Findings

Polling results indicate consistently strong support for a potential TOT general tax increase. Initial support measured approximately 59 percent already exceeding the simple majority required for passage. After respondents received additional information about the measure's purpose and implications, support increased further, reaching nearly two-thirds. Across all stages of the survey, approval ranged from the high 50s to the mid-60s, demonstrating durable voter support. The polling was done based on an increase in TOT by 2%, increasing from 10.5% to 12.5%.

Property Transfer Tax - Feasibility Findings

Survey findings indicate a more challenging path for a PTT special tax. Initial support measured approximately 51 percent, below the two-thirds threshold required for a special tax under state law. Although support increased modestly with additional information, it did not approach the required two-thirds level at any point. Support fluctuated between the low 50s and high 50s throughout the survey period, suggesting that even with strengthened messaging, the PTT measure is unlikely to achieve feasible passage as a special tax. The polling was based on a 3% property transfer tax for ultra-high value properties above $10 million.

Based on polling results and prior Board deliberations, staff recommends moving forward with a TOT revenue measure and that the Board consider alternatives to a PTT special tax, including potentially exploring the PTT as a general tax, which requires only a simple majority.

Next Steps

If the Board elects to proceed with one or both measures, staff will:
- Conduct refined fiscal and economic modeling;
- Prepare draft ordinances and ballot materials for County Counsel review;
- Develop a full implementation timeline, including key election deadlines;

- Coordinate legally compliant educational public information materials; and
- Return to the Board on July 7, 2026 for final review and direction on ballot placement.

The feasibility survey indicates that a TOT increase presents a viable path forward, while a PTT measure would require significant structural modification or substantially increased voter education to meet required support levels. This report seeks Board direction on how to proceed with both revenue initiatives.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, Assessor-County Clerk-Recorder's Office, Housing and Community Development, County Administrative Office, and District 5 Supervisor Office have been involved in this process.

FINANCING:
Polling and strategic analysis to this point have been funded through the previously authorized $83,500 allocation for consultant services. If the Board approves the potential revenue measures to proceed, an additional $20,000 will be required, funded through contingency. If the TOT ballot initiative is supported by voters, it is estimated it will generate $7.6 million in additional revenue annually. Property Transfer Tax is estimated to generate approximately $5 million annually.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

__Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
X Diverse and Thriving Economy

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared and approved by: Michael Beaton, Assistant County Administrative Officer

Attachments:
Resolution
Tax Measures Feasibility Survey Presentation

..Title
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Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No. _____ Adopt a Resolution to: a. Amend the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $30,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot public engagement (4/5ths vote required); and b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required)…….	)))))))))))))

WHEREAS, on March 17, 2026, the Board directed staff to return with additional information and clarifications relating to Board Referral No. 2026.01 (Daniels), seeking evaluation of a potential special real estate transfer tax (PTT) on high-value property transactions in unincorporated Monterey County; and

WHEREAS, on April 7, 2026, the Board directed staff to explore a potential increase of the County's transient occupancy tax (TOT) as a way to respond to rising County costs; and

WHEREAS, on April 14, 2026, after further discussion of the potential ballot measures to create a PTT and raise the TOT, the Board directed that staff move forward with further analysis and public outreach for a potential PTT and TOT increase; and

WHEREAS, on June 9, 2026, the Board received a presentation with polling information on the potential PTT and TOT ballot measures, and authorized staff to amend the adopted budget to support consultant services necessary for pre-ballot feasibility and public engagement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, does hereby approve as follows:

a. Amends the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $30,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot feasibility and public engagement (4/5ths vote required); and
b. Authorizes and directs the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

PASSED AND ADOPTED on this 9th day of June 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page _____ of Minute Book _____, on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. _____ Adopt a Resolution to: a. Amend the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $320,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot public engagement (4/5ths vote required); and b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required)…….	)))))))))))))

WHEREAS, on March 17, 2026, the Board directed staff to return with additional information and clarifications relating to Board Referral No. 2026.01 (Daniels), seeking evaluation of a potential special real estate transfer tax (PTT) on high-value property transactions in unincorporated Monterey County; and

WHEREAS, on April 7, 2026, the Board directed staff to explore a potential increase of the County's transient occupancy tax (TOT) as a way to respond to rising County costs; and

WHEREAS, on April 14, 2026, after further discussion of the potential ballot measures to create a PTT and raise the TOT, the Board directed that staff move forward with further analysis and public outreach for a potential PTT and TOT increase; and

WHEREAS, on June 9, 2026, the Board received a presentation with polling information on the potential PTT and TOT ballot measures, and authorized staff to amend the adopted budget to support consultant services necessary for pre-ballot feasibility and public engagement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, does hereby approve as follows:

a. Amends the County of Monterey Administrative Office Fiscal Year (FY) 2025-26 Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) to increase appropriations by $320,000, financed by a reduction in the appropriation of 001-1050-8034-CAO020 (Contingencies) to support consultant services necessary for pre-ballot feasibility and public engagement (4/5ths vote required); and
b. Authorizes and directs the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2025-26 County Administrative Office Adopted Budget 001-1050-8039-CAO014 (Other General Expenditures) (4/5ths vote required).

PASSED AND ADOPTED on this 9th day of June 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page _____ of Minute Book _____, on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

Introduced: 5/27/2026
Version: 1

Current Status: Scheduled AM
Matter Type: BoS Resolution

REF250037 - WATER ALLOCATION BOARD POLICY
Consider adopting a resolution to approve a water allocation policy for the allocation of limited excess water from the California American Water Company (Cal-Am) service area of the Monterey Peninsula Water Management District (MPWMD) for areas of unincorporated Monterey County served by MPWMD.

Proposed California Environmental Quality Act Action: The proposed County of Monterey Water Allocation Policy (Policy) is exempt from further (CEQA) review pursuant to CEQA Guidelines section 15061(b)(3) as the proposed Policy does not make any changes to allowable uses or development regulations at any location in unincorporated Monterey County. Additionally, any future discretionary development that obtains water allotment pursuant to the Policy will undergo the necessary environmental review pursuant to CEQA when the project is considered. Lastly, the Monterey Peninsula Water Management District (MPWMD) analyzed the potential effects of water allocation made available through the Pure Water Monterey Expansion project via Environmental Impact Report Addendum (dated January 2024, State Clearinghouse #2013051094).

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:
a. Find that adoption of the Water Allocation Policy is exempt from further CEQA review per Section 15061(b)(3); and
b. Adopt a resolution to approve the Water Allocation Policy for areas of unincorporated Monterey County served by MPWMD.

SUMMARY:
On January 27, 2025, MPWMD allocated 72-acre -feet per year (AFY) of water to the County for use in the Cal-Am service area of MPWMD (MPWMD service area). The County had 10.95 AFY remaining from the Paralta/Pre-Paralta allocations as of January 27, 2025, bringing the total combined allocations to the County to 82.95 AFY. The use of the water is at the County's discretion. When the County approves a suballocation of water, MPWMD debits the amount from the County's allocation when it issues a water permit.

Water allocated by MPWMD to the County is currently limited and the demand by property owners and developers for the County's limited water allocation within the unincorporated area exceeds the limited supply. MPWMD staff have determined that up to 2,000 AFY are available and that they will provide additional allocations to jurisdictions (Airport District, Department of Defense, Del Rey Oaks, Seaside, Pacific Grove, Sand City, Monterey and Monterey County) in the future. The 2,000 AFY

exceeds current demand in the unincorporated areas, however, it is unclear how much of this total allocation will be made available to the County and when.

It should be noted that water services for development are also limited by the Cease-and-Desist Order (CDO) in place for the Cal-Am service area of MPWMD. It's important to note there is still a prohibition on installing new water meters (connections) within this service area. The County's proposed Water Allocation Policy (Policy) does not allow new connections, nor does it affect the CDO. MPWMD has applied to the State to modify a portion of the CDO, but no decision on that application has been made as of the drafting of this report.

Currently, the County does not have an adopted policy for the allocation of water in the MPWMD service area. The past practice of the County typically included approval of a water allocation at the time a construction permit was ready to issue on a "first-come first-served" basis. The Planning Commission authorized the allocation of water when acting on a discretionary permit, but the allocation was not approved until a construction permit was issued. From 1993 to 2013, the County was nearing exhaustion of its available water allocation and began withholding construction permit issuance for projects that required a new allocation of water until such time as water became available. County staff established a list of such projects waiting on water (HCD Approved Water Waitlist). This list has been updated and the proposed Policy is drafted to account for those still on the waitlist. After allocating water to projects on the HCD Approved Water Waitlist (**Attachment A**), the County has approximately 63.91 AFY of water to allocate remaining.

Given recent changes in California housing law requiring municipalities to prioritize utility services for housing development planned in the Housing Element of the General Plan, the finite allocation of water provided to the County by MPWMD, and the lack of a formal policy to prioritize the allocation of water to uses and development that furthers County goals and interests, the Planning Commission recommended that staff develop a water allocation policy for areas within the MPWMD service area for the Board's consideration. An alternative option to formalize the continued practice of providing water on a "first-come, first-served" basis was considered but not recommended due to the circumstances discussed above.

The proposed Policy (**Attachment C**) was developed and revised with input from the public and the Planning Commission, and the Planning Commission recommends the attached Policy for adoption.

The Policy outlines the accounting of water in the following general categories:

- Prior commitments (the HCD Approved Water Waitlist);
- 80% of the allocation for "Planned Housing Growth";
    - Planned Housing Growth includes housing projects that meet specific affordability provisions, density requirements, and locational criteria (i.e. located in an affordable housing overlay or on a Housing Element Opportunity Site); accessory dwelling units (ADUs), junior accessory dwelling units (JADUs) and single-family dwellings (SFDs) on vacant lots of record that meet specific water usage requirements; and expansions of existing multifamily developments
- 15% of the allocation on a first-come, first-served basis; and

– 5% of the allocation to a strategic reserve.

Other components of the Policy include: procedures for applying for a water allocation; measures to prevent long-term commitments of water to projects that do not get constructed; and ongoing review of the Policy to assess needs for changes.

Key feedback on the Policy to date has focused on the following provisions:

– Availability of additional water resources for the MPWMD service area;
– Limits on the amount of water allocation that any one project could qualify for;
– A proposed 0.25 AFY limit on single family residences (water usage maximum);
– Requests from applicants for certainty of water availability earlier in the permitting process; and
– Time limits on how long water should be reserved and allocated for a project before it is used.

Staff and the Planning Commission have considered comments and have recommended revisions to the Policy to address these issues to the extent feasible. The detailed discussion (**Attachment B**) contains more information about the proposed Policy and the feedback received to date.
Staff recommend the Board of Supervisors adopt a Water Allocation Policy for areas of unincorporated Monterey County served by MPWMD as presented in **Attachment C**.

DISCUSSION
See **Attachment B** - Detailed Discussion.

ENVIRONMENTAL REVIEW:
The proposed County of Monterey Water Allocation Policy (Policy) is exempt from further California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines section 15061(b)(3) as the proposed Policy does not make any changes to allowable uses or development regulations at any location in unincorporated Monterey County. Additionally, any future discretionary development that obtains water allotment pursuant to the Policy will undergo the necessary environmental review pursuant to CEQA when the project is considered. Lastly, the Monterey Peninsula Water Management District (MPWMD) analyzed the potential effects of water allocation made available through the Pure Water Monterey Expansion project via Environmental Impact Report Addendum (dated January 2024, State Clearinghouse #2013051094).

OTHER AGENCY INVOLVEMENT:
Housing and Community Development Department staff are working in collaboration with the Office of County Counsel to review the proposed policy. Staff also met with and considered comments provided by MPWMD that informed the proposed Policy.

On April 29, 2026, and May 13, 2026, the Planning Commission considered the proposed Policy. The Planning Commission voted unanimously to recommend that the proposed policy be revised to include the following items at the May 13, 2026, Planning Commission meeting:

- Revisions to the "Procedure" section to allow for applicants to request a reservation of water allocation when an application is deemed complete;
- Revise the "Fixture Maximums" for residential uses to a water usage maximum as maximum acre feet of water per year (AFY);
- Include discussion on water allocations for emergencies (i.e. water for fire suppression, etc.); and
- Revise the Policy to include clarifying edits requested by the Planning Commission
- Incorporate clarifying edits that ensure consistency between the proposed Policy and MPWMD regulations.

Staff have revised the proposed Policy and have provided a clean version (**Attachment C**) and a red-lined version showing changes made from the version presented to the Planning Commission (**Attachment D**) for the Board's consideration.

HOUSING IMPACTS:
X__ Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
___Not applicable [N/A]

Adopting a Water Allocation Policy for areas in unincorporated Monterey County reduces constraints on Housing Development. Additionally, adoption of the Policy also assists in implementing the County's 6th Cycle Draft Housing Element Update (HEU6). Allocating water to affordable housing projects and allowing projects to reserve water earlier in the development process will assist with streamlining housing production and permitting residential development in unincorporated Monterey County, resulting in reduced constraints on Housing Development.

FINANCING
Staff time to support development of the proposed Policy is included in the FY2025-26 Adopted Budget for HCD Unit 8543, Appropriation Unit HCD002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed Water Allocation Policy helps further the objectives in Strategic Goal A: Well-Being and Quality of Life by supporting key objectives related to Housing.

__X_ Well-Being and Quality of Life
__X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Sarah Wikle, Principal Planner 831-784-5700
Reviewed by: Melanie Beretti, AICP, Chief of Planning 831-755-5285
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - HCD Approved Water Waitlist (dated May 5, 2026)
Attachment B - Detailed Discussion
Attachment C - Proposed Water Allocation Policy (Clean and dated May 27, 2026)
Attachment D - Proposed Water Allocation Policy (Redlined and dated May 27, 2026)
Attachment E - Resolution for adopting Water Allocation Policy

cc: Elizabeth Gonzales, Permit Center Manager; Joshua Bowling, HCD Assistant Director; Craig Spencer, HCD Director; Edgar Sanchez, Associate Planner; The Open Monterey Project (Molly Erickson); Keep Big Sur Wild; Landwatch; Water Allocation Policy Distribution List; Project File REF250037

Introduced: 5/27/2026
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Other components of the Policy include: procedures for applying for a water allocation; measures to prevent long-term commitments of water to projects that do not get constructed; and ongoing review of the Policy to assess needs for changes.

Key feedback on the Policy to date has focused on the following provisions:

– Availability of additional water resources for the MPWMD service area;
– Limits on the amount of water allocation that any one project could qualify for;
– A proposed 0.25 AFY limit on single family residences (water usage maximum);
– Requests from applicants for certainty of water availability earlier in the permitting process; and
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DISCUSSION

See **Attachment B** - Detailed Discussion.

ENVIRONMENTAL REVIEW:

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- Include discussion on water allocations for emergencies (i.e. water for fire suppression, etc.); and
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X__ Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
___Not applicable [N/A]

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FINANCING
Staff time to support development of the proposed Policy is included in the FY2025-26 Adopted Budget for HCD Unit 8543, Appropriation Unit HCD002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed Water Allocation Policy helps further the objectives in Strategic Goal A: Well-Being and Quality of Life by supporting key objectives related to Housing.

__X_ Well-Being and Quality of Life
__X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Sarah Wikle, Principal Planner 831-784-5700
Reviewed by: Melanie Beretti, AICP, Chief of Planning 831-755-5285
Approved by: Craig Spencer, HCD Director

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cc: Elizabeth Gonzales, Permit Center Manager; Joshua Bowling, HCD Assistant Director; Craig Spencer, HCD Director; Edgar Sanchez, Associate Planner; The Open Monterey Project (Molly Erickson); Keep Big Sur Wild; Landwatch; Water Allocation Policy Distribution List; Project File REF250037

Attachment A

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FINAL LIST OF PREVIOUSLY APPROVED PERMITS WAITING ON WATER

APN NUMBER/ADDRESS:	APPROVED PERMIT:	WATER ALLOCATION:
008-112-024-000	PLN970296	.347
4045 LOS ALTOS, PB	SFD	
416-522-020-000/416-522-017-000	12-LOT SUBDIVISION	8.807
OLD RANCH RD/ROBINSON CYN	PLN020280, PLN150751, PLN180516	
173-121-004-000	PLN210180	9.89

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Attachment B

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ATTACHMENT B– DISCUSSION

DISCUSSION:

Water Allocation Policy – Process and Procedures

A Board Policy is adopted via resolution and can be amended from time to time by the Board of Supervisors. As drafted, this proposed Board Water Allocation Policy would establish the process, procedures, and management of limited excess water allocations in the California American Water Company (Cal-Am) service area of the Monterey Peninsula Water Management District (MPWMD) in unincorporated Monterey County. If the Board were to adopt the proposed Water Allocation Policy, the policy would be adopted via resolution and could be subsequently amended via resolution should Board priorities for water allocation change or additional water resources be allocated to the County from MPWMD.

The draft Water Allocation Policy is structured in the following manner, as required by the Board Policy Manual Policy and Procedure (Policy number i-2):

- Purpose;
- Background;
- Policy;
- Procedure;
- Review Date; and
- Board Action.

The following discussion provides a summary of the various sections of the draft Water Allocation Policy, recommendations and rationale on specific policy direction.

Purpose/Background

The purpose of the proposed Water Allocation Policy is to: "Establish a uniform policy for the allocation of limited water resources within the unincorporated areas of Monterey County within the MPWMD service area".

The background section provides a figure demarcating the boundary of the Cal-Am service area of the MPWMD and describes historical past practice on how the County has allocated water. In some cases, the County has provided water on a "first-come, first-served" basis or considered the allocation of water alongside a discretionary application, with water being reserve after the discretionary decision and until a construction permit was ready to issue. Additionally, the section also acknowledges the "HCD Approved Water Waitlist" (Waitlist), the processing requirements for projects that have requested water after the closure of the Waitlist and prior to the adoption of the Water Allocation Policy. Ultimately, the Policy serves to update this past practice given changes in California housing law requiring local governments to prioritize utility services for housing development planned for in the Housing Element, the finite allocation of water provide to the County by MPWMD and provide a framework to prioritize development that furthers County goals and interests.

Policy

The Policy section provides a framework for prioritizing the allocation of water resources:

1. Honor past commitments to the allocation of water established in the "HCD Approved Water Waitlist";
2. Development of Planned Housing Growth;
3. First Come First Served; and
4. Strategic Reserve

Once water has been allocated to projects on the HCD Approved Water Waitlist, the remaining water allocation would be reserved as a percentage of the remaining water allocation as follows:

- 80% for Planned Housing Growth;
- 15% First-come, First-Served Basis; and
- 5% retained as a strategic reserve.
    - *The County of Monterey Board of Supervisors would retain the authority to approve allocations from the Strategic Reserve category pursuant to a resolution.

Procedure
The procedure section outlines the types of projects that fall into each specific category and the procedure for allocation of water. The procedures for each category include a ministerial permit pathway (i.e. construction permit) or discretionary permit pathway (i.e. Use Permit, Coastal Development Permit, etc.) depending on what permits are required.

To provide earlier notification of water availability, the draft Policy proposes that applicants would be informed during the completeness review of a project application if the project is eligible for a reservation of water. The County would then maintain a list of projects that have requested water including the amount of water that is available by category or suballocation area where the water is proposed to come from.

Planned Housing Growth
Qualifying Projects
The Planned Housing Growth category includes the following types of projects:

- A housing project that:
    - Is located in an Affordable Housing Overlay as defined in the 2010 General Plan, or is listed as a Housing Element Opportunity Site in the 6th Cycle Housing Element Update; and
    - Provides no fewer than the minimum percentage of total units deed restricted to lower-income and moderate-income households as required by Monterey County Code Chapter 18.40 or provides more than 50 percent of the units at levels affordable to moderate income, workforce I, and/or workforce II households; and
    - Meets a minimum density of 10 dwelling units/per 1 acre.

Other projects that qualify under this category include Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) that do not exceed 0.12 acre-feet-per-year (AFY), single family dwelling (SFDs) units on vacant lots of record that do not exceed 0.25 AFY, expansions of multifamily housing projects that do not otherwise meet the criteria of Planned Housing Growth, and portions of housing projects that are deed-restricted affordable to low-

income households as required by County Code or State Housing Law.

Public comments received during the review of the draft Policy raised questions regarding these water usage maximums. Staff have developed these limits using MPWMD Residential Water Release Forms and processes. The maximums allow property owner flexibility to have all common water using fixtures (e.g. a kitchen sink, dishwasher, clothes washer, etc...) and 3 or more bathrooms (combination of half and full bathrooms) depending on landscape water needs. A project with little or no irrigated landscape could use the allocation to maximize bathrooms or additional water usage whereas landscaping with higher water demands might have fewer bathrooms. The maximum has been established to accommodate reasonable water use SFDs, ADUs and JADUs while encouraging smaller, and by extension potentially more affordable, residences. Water usage maximums apply to SFDs in the "First-Come, First-Served" category as well.

Procedure
The proposed procedure allows for certain projects (ministerial approvals) to be approved by the HCD Director, and other projects (discretionary approvals) approved by the Appropriate Authority (i.e. Zoning Administrator, Planning Commission or Board of Supervisors) for the discretionary permit at the time of the decision on the discretionary permit.

First Come First Served
Qualifying Projects
All other development projects that do not qualify under the "Planned Housing Growth" category in the proposed Policy could apply for water under the "First Come First Served" category. The purpose of this First Come First Served category is to allow for a process for certain projects to obtain water allocations on a first-come, first-served basis similar to past County practice. Water usage maximums apply to residential development projects (0.25 AFY for existing SFDs and proposed SFDs). Water usage maximums do not apply to non-residential uses.

Residential projects that need additional water for emergencies (i.e. fire suppression needs outside of need for fire sprinklers) are eligible to exceed the water usage maximums upon request and documentation from the appropriate fire authority.

The procedure for water allocations under this category are the same as the procedures for water allocations in the "Planned Housing Growth" category.

Strategic Reserve
Qualifying Projects
For projects that do not conform to the above-mentioned categories, the Board of Supervisors may authorize the allocation of water or authorize the HCD Director to approve the allocation of water from the Strategic Reserve category. This category is intended to reserve water for County facility needs or for future (currently unknown) project(s) that are supported by the Board and/or have some public benefit.

Procedure

The Board of Supervisors would retain the authority to allocate water from the strategic reserve.

HCD Director – Additional Review Procedure
For projects that qualify for ministerial approval, the HCD Director can refer the matter to the Planning Commission if the granting of a water allocation could result in significant public policy issues, significant/adverse environmental impacts, significant changes in the nature of a community, or would establish precedents.

This provides an avenue for the HCD Director to refer water allocation determinations to the Planning Commission in instances where the ministerial approval of a project, combined with the administrative approval of a water allocation, could result in potentially undesirable outcomes.

Projects Requesting Water Allocation Prior to Policy Adoption
For projects that requested water prior to Policy adoption, water allocation requests for projects that were not on the "HCD Approved Water Waitlist" should be considered by the Planning Commission with the decision appealable to the Board of Supervisors for discretionary projects and by the HCD Director for ministerial projects.

Procedures for Water Reservation
A project that was deemed eligible with this Policy can reserve the water allocation at the time of completeness determination for 12 months as the applicant continues to pursue approval of land use entitlements (for discretionary projects) and construction permits (for ministerial projects). Should the applicant not receive the required permits within the 12-month period, the water reservation will return to the County's water allocation and be available for distribution to other projects.

Prior to the end of the 12-month period, the applicant can make a written request to the HCD Director for an extension to the water reservation. The HCD Director shall consider the applicant's progress and due diligence towards obtaining permits, in addition to other extenuating circumstances that may impact permit approval.

Time Limits
Water allocations would continue to be held by a project applicant for the term limits set by the MCC for approved construction permits and approved land use entitlements for a maximum of five years. Projects that include affordable housing deed restricted to low-income households may be eligible for additional time extensions outside of the 5-year maximum. Such request shall be made in writing to the HCD Director outlining the need for additional time and forwarded to the Appropriate Authority for decision.

For example, if an Administrative Permit for a project includes a water allocation as part of the approval, that water allocation is held by that project and deducted from the County's overall water allocation for the life of the Administrative Permit. Monterey County Code (MCC) notes that an Administrative Permit is typically active for 2 years unless the Appointing Authority extends the life of the permit. As outlined in the Policy, if the project was approved for 2 years and could request a maximum extension of 3 years (for holding water for a 5-year maximum).

If that Administrative Permit were allowed to expire expiration of the Administrative Permit (2 years from the date of granting the permit unless otherwise stated) and no action was taken to extend the life of the permit, then the project would no longer have a water credit, and that water credit would be made available to other projects requesting/needing water.

Review of Allocation Policy

Staff will monitor the remaining balance of water allocation within each of the categories as defined in the Policy, magnitude of demand for water within each category, and anticipated future water supplies. Staff will periodically review this Policy and recommend amendments as may be needed to ensure on-going alignment with Board priorities and water supply and demand.

Public Engagement and Outreach

Planning Commission Workshop (November 12, 2025)

On November 12, 2025, staff conducted a workshop with the Planning Commission to receive input on development of a Water Allocation Policy and/or Ordinance in the MPWMD Service Area (staff report and exhibits are available at this link: https://monterey.legistar.com/LegislationDetail.aspx?ID=7727450&GUID=14D92DA5-D5EA-4B73-A6BB-751CC37D9F22&Options=&Search=).

At the November 2025 workshop staff presented background on water allocation and past practice at the County regarding allocation of water, provide a preliminary draft water allocation policy, and solicited input from the Planning Commission and public on various policy topic areas including: water allocation process/procedures; purpose and goals of the policy; potential use categories for water allocation; and key definitions and clarifications for the policy.

The Planning Commission provided direction to continue developing a Policy and/or Ordinance given changes in state housing law and the finite nature of water resources currently available in the MPWMD service area. The Planning Commission also requested additional information and context on the policy topic areas discussed, how the Policy would be implemented, as well as directing staff to conduct additional community outreach.

Developer Stakeholder Meeting

Staff held a stakeholder meeting with the development community in March 2026 to discuss the draft Water Allocation Policy and received feedback on the policy. This feedback was incorporated into the draft Water Allocation Policy that was made available for public review in mid-April. Comments leading to revisions included:

- Clarifying that applicants demonstrate they have the right to receive water in light of the Cal-Am Cease and Desist Order (CDO);
- Ensure availability and certainty of water availability earlier in the development process;
- Updated fixture maximums to be in better alignment with bedroom and bathroom counts for units in unincorporated Monterey County; and
- Including that affordable portions of housing projects can qualify for water allocation under the Planned Housing Growth category

Public Comment Period
Staff released the draft Water Allocation Policy for public review starting April 8, 2026 through April 22, 2026. Updates to the draft Water Allocation Policy have been incorporated in response to comments.

Planning Commission Hearings (April 29, 2026 and May 13, 2026)
Staff presented the draft Water Allocation Policy to the Planning Commission on April 29, 2026 and May 13, 2026. Staff revised the draft Water Allocation Policy in response to public and Planning Commissioner comments for the Board's consideration. The April 29, 2026 meeting materials (staff report and exhibits can be found at this link: https://monterey.legistar.com/LegislationDetail.aspx?ID=7992182&GUID=83500E3C-CE77-4C16-87C8-81B3E2075ACE&Options=&Search=) and the May 13, 2026 meeting materials (staff report and exhibits can be found at this link: https://monterey.legistar.com/LegislationDetail.aspx?ID=8005625&GUID=12622B91-9F47-43E6-AF0D-5C372C6AA434&Options=&Search=).

Attachment C

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Monterey County Water Allocation Priorities and Procedures	G-269	
Policy Category Government and Administration		

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I. Purpose

Establish a uniform Policy for the allocation of limited water resources within the unincorporated areas of Monterey County within the Monterey Peninsula Water Management District California American Water Company ("Cal-Am") service area.

II. Background

Monterey Peninsula Water Management District ("MPWMD") has adopted rules that govern water resources within its jurisdictional boundaries (see Figure 1 below). MPWMD rules include, among other things, the ability to allocate water to local governments within its territory. This includes allocations to the County of Monterey ("County").

Water allocations are used by MPWMD to manage Cal-Am water supplies within MPWMD boundaries. See Figure 1 for MPWMD District Boundaries.

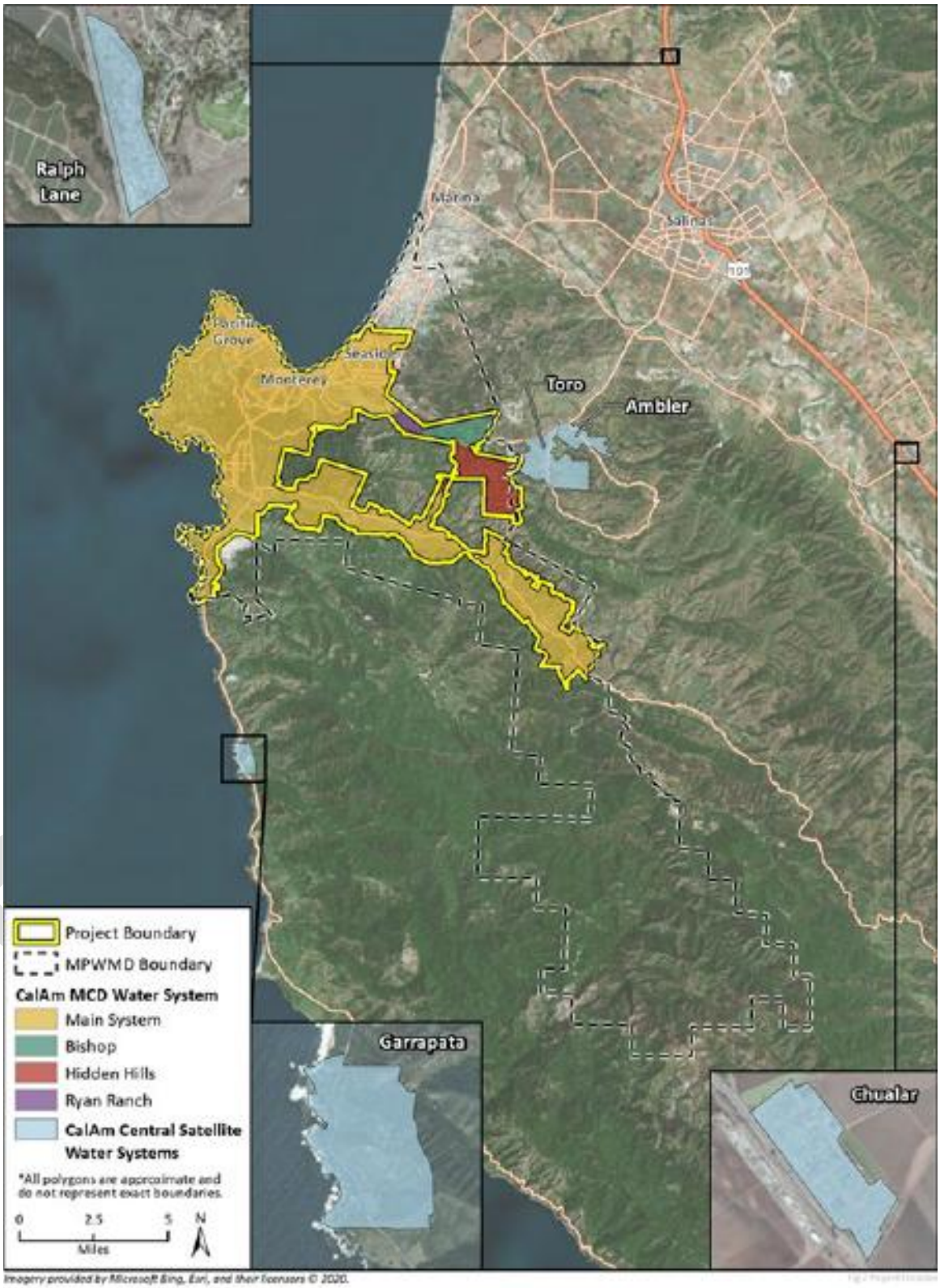


Figure 1 - MPWMD Service Area overlap with Cal-AM Service Area. Note: “Project Boundary” in yellow is the Cal-AM Service Area within MPWMD boundaries

The State Water Resources Control Board's Cease-and-Desist Order (CDO) against Cal-Am is in place for new Cal-Am service connections and does not currently allow for the installation of new water meters. A request to modify the CDO is under review and pending with the State Water Resources Quality Control Board.

On January 27, 2025, MPWMD adopted Ordinance No. 197, modifying Rule 33 requiring projects in the Bishop Ranch subsystems that request an allocation of water be allocated water from the County's allocation as the Bishop Ranch subsystem is now connected into the Main Cal-Am water system. Before this date, water was allocated from the Seaside Groundwater Basin, which is an adjudicated basin.

On March 1, 2025, MPWMD allocated 72-acre -feet of water per year (AFY) from the Pure Water Monterey Expansion ("PWMEx") project to the County for use in the MPWMD Cal-Am service area. The County had 10.95 AFY remaining from its previous Paralta/Pre-Paralta allocations as of January 27, 2025, bringing the total combined allocations to the County to 82.95 AFY. The use of the water is at the County's discretion. When the County approves an allocation of water (also known as a release of allocation, as described in MPWMD Rule 33), MPWMD debits the amount from the County's allocation when the project receives a water permit.

The County may approve developments, and construction permits in the unincorporated areas pursuant to Monterey County Code ("MCC"). Construction permits can only be issued after the issuance of a water permit from MPWMD.

Water allocated by MPWMD to the County is currently limited and the demand by property owners and developers for the County's limited water allocation within the unincorporated area exceeds the limited supply. MPWMD staff have determined that up to 2,000 AFY are available and that they may provide additional allocations to jurisdictions in the future. This Policy is drafted in a manner where any new allocations that are provided to the County from MPWMD can be distributed in accordance with the use categories and associated percentages available rather than relying on the AFY of allocation available as of the date of this Policy.

Currently, the County does not have an adopted policy for the allocation of water in the MPWMD area. The past practice of the County typically included approval of a water allocation at the time a construction permit was ready to issue on a first-come first-served basis. The Planning Commission authorized the allocation of water when acting on a discretionary permit. In these cases, water allocations were reserved after the discretionary decision and until a construction permit was ready to issue. After accounting for most of the County's water allocation (circa 2000), staff established a "HCD Approved Water Waitlist" for those projects that were approved but could not move forward with building until water became available. Projects approved in the Bishop Ranch subsystem are also included in the "HCD Approved Water Waitlist"

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due to updated MPWMD rules and regulations. This Policy addresses the "HCD Approved Water Waitlist" and updates the past practice for allocation of the County's water.

A formal Water Allocation Policy is necessary given recent changes in California housing law requiring prioritization of utility services for housing development planned in the County's Housing Element in its General Plans, the additional allocation of water provided to the County by MPWMD; and the lack of a formal policy to prioritize the allocation of water to uses and development that furthers County goals and interests.

III. Policy

It is the Policy of the County to prioritize the allocation of limited water resources in the Cal-Am service area of MPWMD to housing development. This prioritization is reflected in the following order of priority:

1. Honor past commitments to the allocation of water established in the "HCD Approved Water Waitlist".[1]
2. Development of Planned Housing Growth.[2]
3. First Come First Served.[3]
4. Strategic Reserve.[4]

In accordance with the above listed priorities, the Director of Housing and Community Development, or their designee (collectively, "HCD Director") shall be charged with tracking water allocations provided to the County and reserving portions of each new allocation as follows:

Prior commitments established in the "HCD Approved Water Waitlist" for the allocation of water shall be accounted for and deducted from the total allocation available.

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[1] Past commitments include water allocated by the Board of Supervisors, Planning Commission, Zoning Administrator, or Chief of Planning and those properties or projects that have been on the County's "water waiting list" as modified to exclude properties and projects that were on the list but have subsequently secured water from other sources prior to receiving an allocation from the County. The "HCD Approved Water Waitlist" is available at the Housing and Community Development Department.

[2] Planned Housing Growth as defined this Policy in Section IV.1.I.

[3] All remaining development projects that do not meet the definition of Planned Housing Growth would fall under this category. Residential development shall comply with fixture limitations as defined in Section IV.2.I.

[4] This category can be allocated to other uses that are not covered under other categories, at the discretion of the Board of Supervisors as defined in Section IV.3.

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After accounting for prior commitments, all remaining water and any future allocations shall be reserved as follows:

- 80% of allocations shall be reserved for Planned Housing Growth;
- 15% First-come, First-Served Basis; and
- 5% of allocations shall be retained as a strategic reserve.
    - *The Monterey County Board of Supervisors shall retain the authority to approve allocations from the Strategic Reserve category pursuant to a resolution.

IV. Procedure

The County shall review all land use entitlement permit and construction permit applications in the Cal-Am service area of MPWMD pursuant to this Policy. An application for development requesting water shall be submitted with an MPWMD water permit application and a written request from the applicant for an allocation of water from the County specifying the amount of water requested and identifying the category the water is proposed to come from (i.e. Planned Housing Growth, First Come First Served, or Strategic Reserve).

Once the MPWMD application has been reviewed and approved by the County, the applicant will be responsible for submitting the application to the MPWMD to obtain a water permit. A construction permit will be released to the applicant once the MPWMD water permit has been issued and the applicant has provided proof of the approved permit to HCD.

Additional procedures on water allocation, reservation, and time limit can be found in Subsection 4 through 7 below.

1. Planned Housing Growth:
    i. Projects that qualify under this category include the following:
        a. A housing project that:
            - Is located in an Affordable Housing Overlay as defined in the 2010 General Plan, or is listed as a Housing Element Opportunity Site in the 6th Cycle Housing Element Update; and
            - Provides no fewer than the minimum percentage of total units deed restricted to lower-income and moderate-income households as required by MCC Chapter 18.40 or provides more than 50 percent of the units at levels affordable to moderate income, workforce I, and/or workforce II households; and
            - Meets a minimum density of 10 dwelling units/per 1 acre.

        Exclusive from the above, the following projects also qualify under this category:

        b. An accessory dwelling unit or junior accessory dwelling unit that does

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not exceed a subtotal of 0.12 afy as demonstrated in Table No. 1 of MPWMD Rule 24 Table 1: Residential Fixture Unit Count Values.

c. A single-family dwelling on a vacant lot of record that does not exceed a proposed total fixture unit count of 0.25 afy as demonstrated in Table No. 1 of MPWMD Rule 24 Table 1: Residential Fixture Unit Count Values.
d. Portions of housing projects that are deed-restricted to low-income households as required by MCC Chapter 18.40 or as required by State Housing Law (i.e. State Density Bonus Law and/or Builders Remedy Law).
e. Expansions to existing multifamily developments.

ii. Procedure for Planned Housing Growth:

a. Ministerial Process (if no land use entitlement is required under the MCC): The HCD Director may approve a water allocation at the time a construction permit is ready to issue provided the project conforms with this Policy.

The water allocation will be held for the period of time that the construction period remains active as noted in the "Time Limits" discussion.

b. Discretionary Process (if a land use entitlement is required under the MCC): The Appropriate Authority, may approve a water allocation with the land use entitlement. The Appropriate Authority shall consider whether the project conforms to this Policy.

The water allocation will be held by the project for the period that the entitlement remains active as noted in the "Time Limits" discussion.

The decision of the Appropriate Authority is appealable as outlined in the MCC.

2. <u>First Come First Served:</u> For projects that do not qualify for Planned Housing Growth as described in this Policy, the following requirements apply:

i. Residential Unit Fixture Maximums – the following fixture unit maximums apply for residential projects to be considered for water credits under this category.

a. Existing Single Family Residential Dwellings (SFDs) and Existing Multifamily Residential Dwelling Units (MFDs)– Water may be allocated for expansions, remodels, or replacement of existing SFDs and MFDs, provided that:

- The total proposed water usage for the SFD does not exceed 0.25 afy as demonstrated in Table No. 1 of MPWMD Rule 24, Table No. 1 – Residential Fixture Count Unit Values; or
- No maximum shall apply to the expansion, remodel or replacement of MFDs.

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ii. Non-Residential Uses - No water usage maximums apply. Changes in use and new construction of non-residential uses requires a water allocation and subsequent water permits from MPWMD.

iii. Requests for Water for Emergency Situations – The HCD Director may approve a water allocation exceeding the water usage maximums described in this Policy if there is a demonstrated need or emergency warranting such allocation. Emergency allocations may include emergency fire suppression infrastructure required by the appropriate Fire Authority. Such decisions of the HCD Director are appealable to the Planning Commission.

iv. Procedure for First Come First Served

a. Ministerial Process (if no land use entitlement is required under the MCC): The HCD Director, may approve a water allocation at the time a construction permit is ready to issue, provided that the project complies with this Policy.

The water allocation will be held for the period of time that the construction period remains active as noted in the "Time Limits" discussion. The decision of the HCD Director is not appealable.

b. Discretionary Process (If a land use entitlement is required under the MCC): The Appropriate Authority may approve a water allocation with the land use entitlement. The Appropriate Authority shall consider whether the project conforms to this Policy.

The water allocation will be held by the project for the period that the entitlement remains active as noted in the "Time Limits" discussion.

The decision of the Appropriate Authority is appealable as outlined in the MCC.

3. <u>Strategic Reserve:</u>

i. Procedure

a. The Board of Supervisors may authorize the allocation of water or authorize the HCD Director to approve the allocation of water, for those projects or properties that do not conform to these criteria from the Strategic Reserve allocation category. The Board shall consider the following findings when authorizing water allocation:

1. The project has been designed to minimize the amount of water needed; and
2. The project complies with the County's adopted policies and regulations; and

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3. The project will provide affordable housing, create new jobs, or has a public benefit.

The water allocation will be active as discussed in the "Time Limits" section below. The Board of Supervisor's decision is not appealable.

4. HCD Director – Additional Review Procedure:

If, in the opinion of the HCD Director, additional review is required prior to approving a water allocation for a project that does not require land use entitlements, the HCD Director may refer the matter to the Planning Commission for a decision. The HCD Director can refer to a decision to the Planning Commission if any of the following would occur through the granting of a water allocation:

1. Significant public policy issues;
2. Significant, unmitigable, and adverse environmental impacts; or
3. Establishment of precedents or standards by which other projects will be measured.

Decisions of the Planning Commission are appealable to the Board of Supervisors.

5. Procedures for Projects Requesting Water Allocation Prior to Policy Adoption

Projects requiring a discretionary permit that have requested a water allocation prior to the adoption of this Policy, but who were not on the "HCD Approved Water Waitlist" should be considered by the Planning Commission with the decision appealable to the Board of Supervisors.

Projects requiring a ministerial permit that have requested a water allocation prior to the adoption of this Policy, but who were not on the "HCD Approved Water Waitlist" should be considered by the HCD Director.

6. Procedures for Water Reservation

The HCD Director shall notify an applicant for projects requiring a discretionary permit (land use entitlement) of the project's eligibility for a water reservation at the time the application is determined "complete" by County staff. The HCD Director shall notify an applicant for projects requiring a ministerial permit (no land use entitlement required) of the project's eligibility for a water reservation at the time the application's review is determined "complete" by County staff. Such notification shall include the use category the project is eligible to request water from (i.e. "Planned Housing Growth", "First-Come, First-Served"). When a project is determined to be eligible for a water reservation, the HCD Director shall deduct the water requested for the project from the appropriate use category and reserve that water for the project for the time period prescribed herein.

The County will maintain a list of projects that have been provided notice of eligibility for a water reservation, including the amount of water requested and the use category the water is proposed to come from. Such list will be available on the County's website.

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A project that was deemed eligible with this Policy can reserve the water allocation at the time of completeness determination for 12 months as the applicant continues to pursue approval of land use entitlements and construction permits. Should the applicant not receive the required permits within the 12-month period, the water reservation will return to the County's water allocation and be available for distribution to other projects.

Prior to the end of the 12-month period, the applicant can make a written request to the HCD Director for an extension to the water reservation. The HCD Director may approve an extension of up to 6 additional months if the applicant has diligently pursued permits and additional time is needed for processing of the permit by the County.

7. Time Limits on County Water Allocations

The County's water allocations may be held by a project applicant for the time limits set by the MCC for approved construction permits and approved land use entitlements as applicable. If a project's water allocation lapses, the allocation will be made available to other projects per this Policy.

For ministerial and discretionary permits, time extensions can be considered by the Appropriate Authority. A project provided water allocation pursuant to this Policy shall be held by a project applicant for a maximum of 5 years. Projects that include affordable housing deed restricted to low-income households may be eligible for additional time extensions outside of the 5-year maximum. Such request shall be made in writing to the HCD Director outlining the need for the additional time and forwarded to the Appropriate Authority for decision.

8. Review of Allocation Policy

The HCD Director, or designee, shall regularly review this Policy to assess the need for changes. The review shall include:

- The remaining balance of water allocations within each of the categories defined in this Policy;
- The general magnitude of demand for water within each category;
- Any future water supplies that are anticipated; and
- Any changes to this Policy that may be warranted to better facilitate the allocation of water. This includes, for instance, the ability to modify policies, criteria, and procedures to better align with the intended purpose or the ability to shift the total amount of water reserved for each category given supply and demand.

9. Review Date

a. This Policy will be reviewed as needed to better align with the ability to shift the total amount of water reserved for each category given supply and demand or as directed by the Board.

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10. Board Action

a. Legistar File Number _____

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Attachment D

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County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Monterey County Water Allocation Priorities and Procedures	G-269	
Policy Category Government and Administration		

I. Purpose

Establish a uniform Ppolicy for the allocation of limited water resources within the unincorporated areas of Monterey County within the Monterey Peninsula Water Management District California American Water Company ("Cal-Am") service area.

II. Background

Monterey Peninsula Water Management District ("MPWMD") has adopted rules that govern water resources within its jurisdictional boundaries (see Figure 1 below). MPWMD rules include, among other things, the ability to allocate water to local governments within its territory. This includes allocations to the County of Monterey ("County").

Water allocations are used by MPWMD to manage Cal-Am water supplies within MPWMD boundaries. See Figure 1 for MPWMD District Boundaries.

Commented [SW1]: Made clarifying edits throughout to acknowledge Cal-Am service area of MPWMD in response to MPWMD comments.

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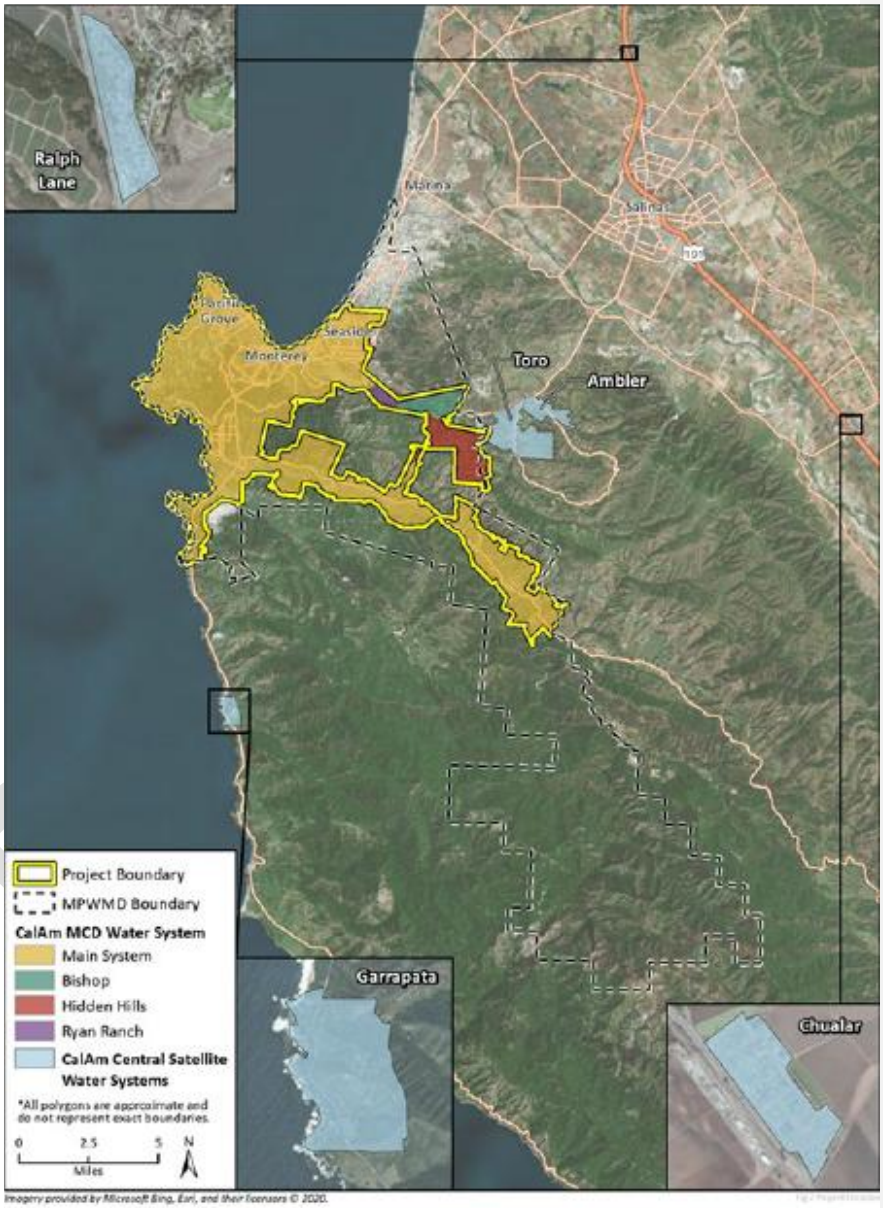


Figure 1 - MPWMD Service Area overlap with Cal-AM Service Area. Note: "Project Boundary" in yellow is the Cal-AM Service Area within MPWMD boundaries

The State Water Resources Control Board's Cease-and-Desist Order (CDO) against Cal-Am is in place for new Cal-Am service connections and does not currently allow for the installation of new water meters. A request to modify the CDO is under review and pending with the State Water Resources Quality Control Board ~~(SWQCB)~~.

On January 27, 2025, MPWMD adopted Ordinance No. 197, modifying Rule 33 requiring projects in the Bishop Ranch subsystems that request an allocation of water be allocated water from the County's allocation as the Bishop Ranch subsystem is now connected into the Main Cal-Am water system. Before this date, water was allocated from the Seaside Groundwater Basin, which is an adjudicated basin.

Commented [SW2]: Relocated discussion from below and revised for clarity.

On ~~January 27~~March 1, 2025, MPWMD allocated 72-acre -feet of water per year (AFY) from the Pure Water Monterey Expansion ("PWMEx") project to the County for use in the MPWMD Cal-Am service area. The County had 10.95 AFY remaining from its previous ~~the~~ Paralta/Pre-Paralta allocations as of January 27, 2025, bringing the total combined allocations to the County to 82.95 AFY. The use of the water is at the County's discretion. When the County approves an ~~suballocation~~ allocation of water (also known as a release of allocation, as described in MPWMD Rule 33), MPWMD debits the amount from the County's allocation when ~~it issues~~the project receives a water permit.

Commented [SW3]: Included to provide cross reference with MPWMD Rules and Regulations and District terminology.

The County may approve developments, and construction permits in the unincorporated areas pursuant to Monterey County Code ("MCC"). Construction permits can only be issued after the issuance of a water permit from MPWMD.

Water allocated by MPWMD to the County is currently limited and the demand by property owners and developers for the County's limited water allocation within the unincorporated area exceeds the limited supply. MPWMD staff have determined that up to 2,000 AFY are available and that they ~~will~~ may provide additional allocations to jurisdictions in the future. This Policy is drafted in a manner where any new allocations that are provided to the County from MPWMD can be distributed in accordance with the use categories and associated percentages available rather than relying on the AFY of allocation available as of the date of this Policy.

Commented [SW4]: Deleted one sentence and provided additional text on how the structure of the Policy can assist with future allocations of water to the County by MPWMD.

Currently, the County does not have an adopted policy for the allocation of water in the MPWMD area. The past practice of the County typically included approval of a water ~~credit~~ allocation at the time a construction permit was ready to issue on a first-come first-served basis. The Planning Commission authorized the allocation of water ~~credits~~ when acting on a discretionary permit. In these cases, water allocations were reserved after the discretionary decision and until a construction permit was ready to issue. After accounting for most of the County's water allocation (circa 2000), staff established a "HCD Approved W~~w~~ater ~~waiting list~~Waitlist" for those projects that

Commented [SW5]: Edit made for clarity and consistency with how the Waitlist is described in the Policy.

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were approved but could not move forward with building until water became available. Projects approved in the Bishop ~~and Ryan~~ Ranch subsystem~~s~~ are also included in the "~~water waiting list~~HCD Approved Water Waitlist" due to updated MPWMD rules and regulations. This Policy addresses the "~~water waiting list~~HCD Approved Water Waitlist" and updates the past practice for allocation of the County's water.

A formal Water Allocation Policy is necessary g~~G~~iven recent changes in California housing law requiring ~~municipalities to prioritize~~prioritization of utility services for housing development planned in the County's Housing Element ~~of the~~in its General Plans, the ~~finite~~ additional allocation of water provided to the County by MPWMD~~,~~; and the lack of a formal policy to prioritize the allocation of water to uses and development that furthers County goals and interests~~, development of a Water Allocation Policy for areas within the MPWMD service area is prudent~~.

III. Policy

It is the ~~policy~~ Policy of the County to prioritize the allocation of limited water resources in the Cal-Am service area of MPWMD ~~area~~ to housing development. This prioritization is reflected in the following order of priority:

1. Honor past commitments to the allocation of water established in the "HCD Approved Water Waitlist".[1]
2. Development of Planned Housing Growth.[2]
3. First Come First Served.[3]
4. Strategic Reserve.[4]

In accordance with the above listed priorities, the Director of Housing and Community Development, or their designee (collectively, "HCD Director") shall be

[1] Past commitments include water allocated by the Board of Supervisors, Planning Commission, Zoning Administrator, or Chief of Planning and those properties or projects that have been on the County's "water waiting list" as modified to exclude properties and projects that were on the list but have subsequently secured water from other sources prior to receiving an allocation from the County. The "HCD Approved W~~w~~ater ~~waiting list~~Waitlist" is available at the Housing and Community Development Department.

[2] Planned Housing Growth as defined this ~~policy~~ Policy in Section IV.1.I.

[3] All remaining development projects that do not meet the definition of Planned Housing Growth would fall under this category. Residential development shall comply with fixture limitations as defined in Section IV.2.I.

[4] This category can be allocated to other uses that are not covered under other categories, at the discretion of the Board of Supervisors as defined in Section IV.3.

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charged with tracking water allocations provided to the County and reserving portions of each new allocation as follows:

Prior commitments established in the "HCD Approved Water Waitlist" for the allocation of water shall be accounted for and deducted from the total allocation available.

After accounting for prior commitments, all remaining water and any future allocations shall be reserved as follows:

- 80% of allocations shall be reserved for Planned Housing Growth;
- 15% First-come, First-Served Basis; and
- 5% of allocations shall be retained as a strategic reserve.
    - *The Monterey County Board of Supervisors shall retain the authority to approve allocations from the Strategic Reserve category pursuant to a resolution.

IV. Procedure

The County shall review all land use entitlement permit and construction permit applications in the Cal-Am service area of MPWMD ~~service area~~ pursuant to this Policy. An application for development requesting water shall be submitted with an MPWMD water permit application and a written request from the applicant for an allocation of water from the County specifying the amount of water requested and identifying the category the water is proposed to come from (i.e. Planned Housing Growth, First Come First Served, or Strategic Reserve).

Once the MPWMD application has been reviewed and approved by the County, the applicant will be responsible for submitting the application to the MPWMD to obtain a water permit. A construction permit will be released to the applicant once the MPWMD water permit has been issued and the applicant has provided proof of the approved permit to HCD.

Commented [SW6]: Relocated discussion from Subsection 4 to improve clarity on County permitting and MPWMD water permit approval process. Relocated and revised text that was here previously that discussed eligibility process to new Subsection 6.

Additional procedures on water allocation, reservation, and time limit can be found in Subsection 4 through 7 below.

1. Planned Housing Growth:
    i. Projects that qualify under this category include the following:
        a. A housing project that:
            - Is located in an Affordable Housing Overlay as defined in the 2010 General Plan, or is listed as a Housing Element Opportunity Site in the 6th Cycle Housing Element Update; and
            - Provides no fewer than the minimum percentage of total units

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deed restricted to lower-income and moderate-income households as required by MCC Chapter 18.40 or provides more than 50 percent of the units at levels affordable to moderate income, workforce I, and/or workforce II households; and

- Meets a minimum density of 10 dwelling units/per 1 acre.

Exclusive from the above, the following projects also qualify under this category:

b. An accessory dwelling unit or junior accessory dwelling ~~unit that~~unit that does not exceed a subtotal of 0.12 ~~indoor fixture units (0.12 afy~~afy~~)~~ as demonstrated in Table No. ~~2~~ 1 of ~~the~~ MPWMD ~~Residential Water Release Form and Water Permit Application~~Rule 24 Table 1: Residential Fixture Unit Count Values.

c. A single-family dwelling on a vacant lot of record that does not exceed a proposed total fixture unit count of ~~25 fixture units (0.25 afy)~~0.25 afy as demonstrated in Table No. ~~2~~ 1 of ~~the~~ MPWMD Rule 24 Table 1: Residential Fixture Unit Count Values. ~~Residential Water Release Form and Water Permit Application.~~

d. Portions of housing projects that are deed-restricted to low-income households as required by MCC Chapter 18.40 or as required by State Housing Law (i.e. State Density Bonus Law and/or Builders Remedy Law).

e. Expansions to ~~projects with~~ existing multifamily developments. ~~for projects that meet the definition of Planning Housing Growth as outlined in Section IV.1.I(a).~~

~~e.~~

ii. Procedure for Planned Housing Growth:

a. Ministerial Process (if no land use entitlement is required under the MCC): The HCD Director may approve a water allocation at the time a construction permit is ready to issue provided the project conforms with this Policy.

The water allocation will be held for the period of time that the construction period remains active as noted in the "Time Limits" discussion.

b. Discretionary Process (if a land use entitlement is required under the MCC): The Appropriate Authority, may approve a water allocation with the land use entitlement. The Appropriate Authority shall consider whether the project conforms to this Policy.

The water allocation will be held by the project for the period that the entitlement remains active as noted in the "Time Limits" discussion.

Commented [SW7]: Revised water usage maximums and revised references to MPWMD rules for clarity and in response to Planning Commission direction.

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The decision of the Appropriate Authority is appealable as outlined in the MCC.

2. First Come First Served: For projects that do not qualify for Planned Housing Growth as described in this Policy, the following requirements apply:
   i. Residential Unit Fixture Maximums – the following fixture unit maximums apply for residential projects to be considered for water credits under this category.
      a. Existing Single Family Residential Dwellings (SFDs) and Existing Multifamily Residential Dwelling Units (MFDs)– Water may be allocated for expansions, remodels, or replacement of existing SFDs and MFDs, provided that:
         - The total proposed ~~fixture count~~water usage for the SFD does not exceed ~~25 (~~0.25 afy~~)~~ as demonstrated in Table No. ~~2~~ 1 of ~~the~~ MPWMD ~~Residential Water Release Form and Water Permit Application~~Rule 24, Table No. 1 – Residential Fixture Count Unit Values; or
         - No maximum shall apply to the expansion, remodel or replacement of MFDs.

   ii. ~~ii.~~ Non-Residential Uses - No ~~fixture~~ water usage maximums apply ~~except as described in the procedures section that follows~~. Changes in use and new construction of non-residential uses requires a water allocation and subsequent water permits from MPWMD.

   iii. Requests for Water for Emergency Situations – The HCD Director may approve a water allocation exceeding the water usage maximums described in this Policy if there is a demonstrated need or emergency warranting such allocation. Emergency allocations may include emergency fire suppression infrastructure required by the appropriate Fire Authority. Such decisions of the HCD Director are appealable to the Planning Commission.

   ~~ii.~~iv. ~~iii.~~ Procedure for First Come First Served
      a. Ministerial Process (if no land use entitlement is required under the MCC): The HCD Director, may approve a water allocation at the time a construction permit is ready to issue, provided that the project complies with this Policy.

         The water allocation will be held for the period of time that the construction period remains active as noted in the "Time Limits" discussion. The decision of the HCD Director is not appealable.

      b. Discretionary Process (If a land use entitlement is required under the MCC): The Appropriate Authority may approve a water allocation with the land use entitlement. The Appropriate Authority shall consider whether the project conforms to this Policy.

Commented [SW8]: Revised water usage maximums and revised references to MPWMD rules for clarity and in response to Planning Commission direction.

Commented [SW9]: Added new use category in response to Planning Commission direction.

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The water allocation will be held by the project for the period that the entitlement remains active as noted in the "Time Limits" discussion.

The decision of the Appropriate Authority is appealable as outlined in the MCC.

3. Strategic Reserve:
    i. Procedure
        a. The Board of Supervisors may authorize the allocation of water or authorize the HCD Director to approve the allocation of water, for those projects or properties that do not conform to these criteria from the Strategic Reserve allocation category. The Board shall consider the following findings when authorizing water allocation:

            1. The project has been designed to minimize the amount of water needed; and
            2. The project complies with the County's adopted policies and regulations; and
            3. The project will provide affordable housing, create new jobs, or has a public benefit.

        The water allocation will be active as discussed in the "Time Limits" section below. The Board of Supervisor's decision is not appealable.

4. HCD Director – Additional Review Procedure:

    If, in the opinion of the HCD Director, additional review is required prior to approving a water allocation for a project that does not require land use entitlements, the HCD Director may refer the matter to the Planning Commission for a decision. The HCD Director can refer to a decision to the Planning Commission if any of the following would occur through the granting of a water allocation:

        1. Significant public policy issues;
        2. Significant, unmitigable, and adverse environmental impacts; or
        3. Establishment of precedents or standards by which other projects will be measured.

    Decisions of the Planning Commission are appealable to the Board of Supervisors.

5. Procedures for Projects Requesting Water Allocation Prior to Policy Adoption

    Projects requiring a discretionary permit that have requested a water allocation prior to the adoption of this Policy, but who were not on the "~~water waiting list~~HCD Approved Water Waitlist" should be considered by the Planning Commission with the decision appealable to the Board of Supervisors.

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Projects requiring a ministerial permit that have requested a water allocation prior to the adoption of this Policy, but who were not on the "~~water waiting list~~HCD Approved Water Waitlist" should be considered by the HCD Director.

6. Procedures for Water Reservation

The HCD Director shall notify an applicant for projects requiring a discretionary permit (land use entitlement) of the project's eligibility for a water reservation at the time the application is determined "complete" by County staff. The HCD Director shall notify an applicant for projects requiring a ministerial permit (no land use entitlement required) of the project's eligibility for a water reservation at the time the application's review is determined "complete" by County staff. Such notification shall include the use category the project is eligible to request water from (i.e. "Planned Housing Growth", "First-Come, First-Served"). When a project is determined to be eligible for a water reservation, the HCD Director shall deduct the water requested for the project from the appropriate use category and reserve that water for the project for the time period prescribed herein.

The County will maintain a list of projects that have been provided notice of eligibility for a water reservation, including the amount of water requested and the use category the water is proposed to come from. Such list will be available on the County's website.

A project that was deemed eligible with this Policy can reserve the water allocation at the time of completeness determination for 12 months as the applicant continues to pursue approval of land use entitlements and construction permits. Should the applicant not receive the required permits within the 12-month period, the water reservation will return to the County's water allocation and be available for distribution to other projects.

Prior to the end of the 12-month period, the applicant can make a written request to the HCD Director for an extension to the water reservation. The HCD Director may approve an extension of up to 6 additional months if the applicant has diligently pursued permits and additional time is needed for processing of the permit by the County.

~~6.~~7. Time Limits on County Water Allocations

The County's water allocations may be held by a project applicant for the time limits set by the MCC for approved construction permits and approved land use entitlements as applicable. If a project's water allocation lapses, the allocation will be made available to other projects per this Policy.

For ministerial and discretionary permits, time extensions can be considered by the Appropriate Authority. A project provided water allocation pursuant to this Policy shall be held by a project applicant for a maximum of 5 years. Projects that include affordable housing deed restricted to low-income households may be eligible for additional time extensions outside of the 5-year maximum. Such request shall be made in writing to the

Commented [SW10]: New section that outlines procedures for water reservation and performance milestones in response to Planning Commission direction and Public Comment.

Commented [SW11]: Relocated and Revised discussion from Background section to Procedures section for clarity.

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HCD Director outlining the need for the additional time and forwarded to the Appropriate Authority for decision.

~~7.~~8. Review of Allocation Policy

The HCD Director, or designee, shall regularly review this Policy to assess the need for changes. The review shall include:

- The remaining balance of water allocations within each of the categories defined in this ~~policy~~Policy;
- The general magnitude of demand for water within each category;
- Any future water supplies that are anticipated; and
- Any changes to this ~~policy~~ Policy that may be warranted to better facilitate the allocation of water. This includes, for instance, the ability to modify policies, criteria, and procedures to better align with the intended purpose or the ability to shift the total amount of water reserved for each category given supply and demand.

~~8.~~9. Review Date

a. This Policy will be reviewed as needed to better align with the ability to shift the total amount of water reserved for each category given supply and demand or as directed by the Board.

~~9.~~10. Board Action

~~a.~~ Legistar File Number _____

~~b.~~a. _____

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Attachment E

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Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. ____	)
Approving a water allocation policy for the	)
California American Water Company service	)
area of the Monterey Peninsula Water	)
Management District applicable to the	)
unincorporated areas of Monterey County,	)
for inclusion in the Board Policy Manual.	)
	)
	)

WHEREAS, on January 27, 2025, the Board of Directors of the Monterey Peninsula Water Management District ("MPWMD") adopted Ordinance No. 197, allocating 72 acre-feet per year ("AFY") to the County of Monterey ("County") in anticipation of completion of the Pure Water Monterey Groundwater Expansion Project ("PWMEx"); and,

WHEREAS, the County does not have a water allocation policy for management of the finite water resources within the Cal-Am service area of the MPWMD ("service area"); and,

WHEREAS, absent a policy for the management of finite water resources, the past practice of the County has been to allocate water within the service area on a "first-come, first-served" basis. This included approval of water prior to issuance of construction permit applications and consideration of water allocations in the discretionary review process with water reserved for a project after discretionary approval and until a construction permit was ready to issue; and,

WHEREAS, recent changes to state Housing Element law and specifically Government Code section 65589.7 require jurisdictions prioritize water and sewer services for proposed developments that include housing units affordable to low-income households; and,

WHEREAS, the County desires to prioritize allocation of water to uses and development that furthers the County's goals and interests; and,

WHEREAS, the attached Policy has been created to establish a procedure for water allocation in unincorporated areas of the service area that carries out the requirements of state law and furthers the County's goals and interests.

NOW, THEREFORE, **BE IT RESOLVED** by the Board of Supervisors in and for the County of Monterey approves for inclusion in the Board Policy Manual, the attached Water Allocation Policy for the unincorporated area of the service area.

PASSED AND ADOPTED on this _____day of _____, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors

duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____.

Dated: _____

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

Introduced: 5/27/2026 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** BoS Resolution

PLN110257-AMD1 - BERLIN ANDREW T TR - District 5

Public hearing to consider:

a. Granting the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257);

b. Finding the project Categorically Exempt pursuant to California Environmental Quality Act CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and

c. Approving a Combined Development Permit consisting of:

1. Coastal Development Permit to allow development within the Big Sur Critical Viewshed;
2. Coastal Development Permit for development within 750 feet of an archaeological resource; and
3. Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.

Project Location: 35986 Highway 1, Big Sur, Big Sur Coast Land Use Plan, (Assessor's Parcel Number 243-231-027-000).

Proposed (CEQA) action: Finding the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply.

RECOMMENDATIONS

It is recommended that the Board of Supervisors adopt a resolution to:

a. Grant the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257)

b. Find the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and

c. Approve a Combined Development Permit consisting of:

1. Coastal Development Permit to allow development within the Big Sur Critical Viewshed;
2. Coastal Development Permit for development within 750 feet of an archaeological resource; and
3. Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.

The attached draft resolution includes findings and evidence for consideration (**Attachment A**). Staff recommends approval, subject to 4 conditions of approval.

PROJECT INFORMATION

Agent: Laura Lawrence, Law Office of Aengus L. Jeffers
Property Owner: Andrew Berlin Trust
APN: 243-231-027-000
Zoning: Rural Density Residential, 40 acres per unit, Design Control, 14-foot height limit, Coastal Zone, or "RDR/40-D (14')(CZ)"
Plan Area: Big Sur Coast Land Use Plan
Flagged and Staked: No
Project Planner: Taylor Price, Senior Planner
pricet1@countyofmonterey.gov, 831-784-2179

SUMMARY:

The proposed project includes the replacement of a fence along Highway 1 in Big Sur and a gate at the driveway to a private property. The project was denied by the Zoning Administrator for procedural reasons - i.e. the project should have been heard by the Planning Commission instead of the ZA - and that denial has been appealed to the Board of Supervisors. In addition to that procedural misstep, there were contentions raised by a member of the public in opposition to granting the permit. By way of this appeal, the procedural issues are essentially resolved - the matter is now properly before the correct decision-making body. Substantively, staff have also reviewed the project and the public's objections and have determined that the project is consistent with the applicable plans, policies, and regulations that govern development. Accordingly, approval of the project (via granting the appeal) is recommended.

The proposed project was originally processed as a Minor and Trivial Amendment to a Coastal Administrative Permit, pursuant to Title 20 section 20.76.115. As such, the project was scheduled for consideration by the Chief of Planning on December 3, 2025. However, on November 20, 2025, a member of the public raised concern with the proposed design, potential impacts on nearby public vistas, and requested that the project be referred to a public hearing in accordance with Title 20 section 20.76.060. After receiving the written concerns, staff elevated the project to a hearing before the Zoning Administrator - this was in error, as the proper body for hearing this project should have been the Planning Commission

On March 26, 2026, after public testimony, the Zoning Administrator expressed that the proposed Minor and Trivial Amendment may not be trivial in nature due to the project's location within the critical viewshed of Highway 1 in Big Sur. At the March 26, 2026 hearing, the Zoning Administrator continued the item to a date certain (April 9, 2026) and directed staff to prepare a draft resolution recommending denial due to procedural inconsistencies. Ultimately, the Zoning Administrator denied the permit on the grounds that the permit should have been considered by the Planning Commission. The Zoning Administrator resolution is attached as **Attachment C**.

Appellants Andrew T. Berlin, Trustee of Andrew T. Berlin Revocable Trust appealed the April 9, 2026, Zoning Administrator decision denying the Minor and Trivial Amendment to the Combined Development Permit on procedural grounds. Appellants contend that the Zoning Administrator's findings and decision were not supported by the evidence, and the decision is contrary to the law. The specific contentions raised by the Appellant are identified below and are addressed in more detail in

the Draft Resolution (**Attachment A**).

This hearing is de novo. As explained herein, staff recommend granting the appeal and approval of the Combined Development Permit.

DISCUSSION:

The proposed fence and gate replacement was originally processed as a Minor and Trivial Amendment to a 2011 permit that included construction of a new house. Minor and Trivial Amendments can be approved by the Chief of Planning provided no objections are received during the noticing period. In this case, an objection to approval of the amendment was raised after notice was distributed and the Chief of Planning referred the project to the Zoning Administrator for a decision. The Zoning Administrator after review of the project determined that the project's Appropriate Authority was the Planning Commission, pursuant to Title 20 section 20.44.040.E. The Zoning Administrator determined that the project should have been referred to the Planning Commission rather than the Zoning Administrator as the Planning Commission was the Appropriate Authority to consider Design Approvals for structures which may impact public views. The Zoning Administrator also determined that the proposed Minor and Trivial Amendment was substantive due to the project's location within a scenic highway (Highway 1). On the procedural and technical grounds, the Zoning Administrator denied the permit application. Following the denial, the applicant timely appealed the Zoning Administrator's decision.

Appeal

The appellant, Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust, filed an appeal with two contentions (**Attachment B**), which staff has summarized below:

1. *"Monterey County Code § 20.44.040.E states that the Planning Commission shall be the Appropriate Authority to consider Design Approval applicants for those structures which have the greatest potential to impact public views, such as structures along scenic highway or road corridors, in areas designed critical viewshed, or which may be prominent from common public viewing areas. Because the proposed development does not exceed 6 feet in height, it is not considered a structure under Monterey County Code §20.06.1200. Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval applicant under Monterey County Code §20.44.040.C."*

2. *"While the project site is located along Highway 1, it is expressly exempt from Big Sur's Critical Viewshed as it is located in the Rocky Point Exception Area established pursuant to Big Sur LCP Policy 3.2.4 such that development on the Property is expressly subject to the standards of Big Sur LCP Policy 3.2.4"*

Staff has reviewed the contentions raised in the appeal. Responses to the contentions are provided in more detail in the draft Resolution (**Attachment A**). In summary, the Board of Supervisors can approve or deny the permit as the appeal authority from the Zoning Administrator or Planning Commission decisions, resolving all procedural issues; and regarding the merits of the application, staff has found that the proposed project is consistent with the applicable policies and regulations that apply.

Design/Critical Viewshed

The Critical Viewshed is defined as everything visible from Highway 1. Big Sur Coast Land Use Plan (BSC LUP) Policy 3.2.1 prohibits development visible from Highway 1 and major public viewing areas. The subject property is located along Highway 1, and according to Policy 3.2.2 of the BSC LUP, is located within a Critical Viewshed. Pursuant to Title 20 section 20.16.030.B development in the Big Sur Coast within the Critical Viewshed is required to obtain a Coastal Development Permit.

Development within the Critical Viewshed shall be prohibited; however, BSC LUP Policy 3.2.3.A.7 and section 20.145.030.A.2.f of the Coastal Implementation Plan, Part 3 allows replacement of existing structures on the original site, provided no other less visible portion of the site is acceptable to the property owner, and as long as the replacement does not increase the visibility of the structure. The proposed fence and gate are in a similar location to the original gate and fence; and have been sited slightly deeper into the property from Highway 1 to further minimize the visibility of the gate and fence. Finally, the gate and fence as proposed do not increase their visibility into the Critical Viewshed and are in fact set further back into the property to minimize the portion of the fence and gate in the Critical Viewshed.

The proposed fence would be consistent with the rural setting and character of Big Sur through its use of natural locally sourced stone and dark bronze materials that reflect the subdued colors and textures of the surrounding landscape. The natural stone (varying beige and earthy colors) complements the geologic characteristics of the Big Sur coastline and Santa Lucia Mountains, while the dark bronze gate provides a muted, non-reflective earth tone that minimizes visual contrast with nearby vegetation. The proposed stone fence would mirror other stone fences along the Big Sur Coast, including nearby properties and Sea Meadow at Rocky Point. Like the existing fence line, the replacement fence incorporates semi-modern design elements such as rough-cut irregular locally sourced stones to soften the appearance. The rustic character in the Big Sur area is maintained through minimizing the bulk and mass of those structures that may be allowed in the Critical Viewshed, maintaining visual access to the ocean (where applicable), and through the use of natural materials, earth-toned finishes, and visual compatibility with the surrounding landscape. The fence's height would be nearly identical to the existing fence, and the perceived change in massing would be limited, given that only 53.5 feet of the front property line fence is being modified. By utilizing natural materials and earth-toned finishes, the proposed fence would be designed to visually recede into the landscape and remain subordinate to the surrounding scenery, making it complementary to the semi-wilderness character of Big Sur identified in LUP Policy 3.2. The remainder of the front property line will continue to be developed with a louvered wood fence, which would be repaired as needed. The proposed fence would smoothly transition into the existing fenceline. As proposed, the entire front property fenceline would consist of natural materials and be of a bulk and mass that does not detract from the scenic beauty of Highway 1 and would not block ocean views. The proposed replacement fence would not impact any nearby vista point, nor substantially change the Highway 1 scenic corridor.

Cultural Resources

The project is within 750 feet of known archaeological resources. Section 20.145.120.A.1 of the Coastal Implementation Plan, Part 3, requires development within 750 feet of known archaeological resources to obtain a Coastal Development Permit. An Archaeological Assessment was prepared as a

part of the previous project (PLN110257), which determined that there was no evidence of cultural resources found around the project area. As the current project is within the existing developed site and does not involve land clearing and minimal land disturbance the project is eligible for an archaeological survey waiver pursuant to section 20.145.120.B.5 of the Coastal Implementation Plan, Part 3.

LAND USE ADVISORY COMMITTEE REVIEW (LUAC):
The project was not referred to the Big Sur LUAC. As a Minor and Trivial Amendment, it was determined that the project did not require LUAC review pursuant to the Board adopted LUAC Guidelines. The decision to refer the matter to the Big Sur LUAC was not revised following the Zoning Administrators decision and appeal given that the County has a limited time to process the appeal.

CEQA:
California Environmental Quality Act (CEQA) Guidelines section 15302 categorically exempts replacement structures where the new structures will be located on the same site and have substantially the same purpose and capacity as the structure replaced. The project includes construction of a replacement fence and gate. The replacement fence and gate will be located in the same area as the existing fence and gate and serve the same purpose. Therefore, the project is consistent with the categorical exemption requirements of CEQA Guidelines section 15302. None of the exceptions under CEQA Guidelines section 15300.2 apply to this project. The project does not involve alterations to a designated historical resource, a hazardous waste site, or development that would result in a cumulatively significant impact. Although the project is visible from Highway 1, the development is rural in design, compatible with the surrounding environment, and will not have an adverse impact on public or visual access. There are no unusual circumstances associated with undertaking the project that would create a reasonable possibility that the project would have a significant effect on the environment.

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development, General Fund 001, Appropriation Unit HCD002, Unit 8543. County staff have collected fees for processing this permit. No fee is charged for an appeal of a Coastal Development Permit that is appealable to the California Coastal Commission.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A: This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Link to the Strategic Plan:
< <https://www.countyofmonterey.gov/home/showdocument?id=139569>>

Prepared by: Taylor Price, Senior Planner, (831) 784-2179
Reviewed by: Lori Woodle, Finance Manager I
Reviewed and Approved by: Craig Spencer, HCD Chief of Planning

The following attachments are on file with the Clerk of the Board:

Attachment A - Draft Resolution including:
– Recommended Conditions of Approval
– Project Plans, Colors, Materials
Attachment B - Notice of Appeal
Attachment C - Zoning Administrator Resolution No. 26-024
Attachment D - Vicinity Map

cc: Front Counter Copy; California Coastal Commission; CalFire; HCD-Environmental Services; HCD-Engineering Services; Environmental Health Bureau; Taylor Price, Senior Planner; Fionna Jensen, Principal Planner; Berline Andrew T Tr, Property Owners; Laura Lawrence, Agent; The Open Monterey Project; LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Trey Kropp, Interested Party; Planning File PLN110257-AMD1

Introduced: 5/27/2026 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** BoS Resolution

PLN110257-AMD1 - BERLIN ANDREW T TR - District 5

Public hearing to consider:

a. Granting the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257);

b. Finding the project Categorically Exempt pursuant to California Environmental Quality Act CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and

c. Approving a Combined Development Permit consisting of:

1. Coastal Development Permit to allow development within the Big Sur Critical Viewshed;
2. Coastal Development Permit for development within 750 feet of an archaeological resource; and
3. Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.

Project Location: 35986 Highway 1, Big Sur, Big Sur Coast Land Use Plan, (Assessor's Parcel Number 243-231-027-000).

Proposed (CEQA) action: Finding the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply.

RECOMMENDATIONS

It is recommended that the Board of Supervisors adopt a resolution to:

a. Grant the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257)

b. Find the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and

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3. Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.

The attached draft resolution includes findings and evidence for consideration (**Attachment A**). Staff recommends approval, subject to 4 conditions of approval.

PROJECT INFORMATION

Agent: Laura Lawrence, Law Office of Aengus L. Jeffers
Property Owner: Andrew Berlin Trust
APN: 243-231-027-000
Zoning: Rural Density Residential, 40 acres per unit, Design Control, 14-foot height limit, Coastal Zone, or "RDR/40-D (14')(CZ)"
Plan Area: Big Sur Coast Land Use Plan
Flagged and Staked: No
Project Planner: Taylor Price, Senior Planner
pricet1@countyofmonterey.gov, 831-784-2179

SUMMARY:

The proposed project includes the replacement of a fence along Highway 1 in Big Sur and a gate at the driveway to a private property. The project was denied by the Zoning Administrator for procedural reasons - i.e. the project should have been heard by the Planning Commission instead of the ZA - and that denial has been appealed to the Board of Supervisors. In addition to that procedural misstep, there were contentions raised by a member of the public in opposition to granting the permit. By way of this appeal, the procedural issues are essentially resolved - the matter is now properly before the correct decision-making body. Substantively, staff have also reviewed the project and the public's objections and have determined that the project is consistent with the applicable plans, policies, and regulations that govern development. Accordingly, approval of the project (via granting the appeal) is recommended.

The proposed project was originally processed as a Minor and Trivial Amendment to a Coastal Administrative Permit, pursuant to Title 20 section 20.76.115. As such, the project was scheduled for consideration by the Chief of Planning on December 3, 2025. However, on November 20, 2025, a member of the public raised concern with the proposed design, potential impacts on nearby public vistas, and requested that the project be referred to a public hearing in accordance with Title 20 section 20.76.060. After receiving the written concerns, staff elevated the project to a hearing before the Zoning Administrator - this was in error, as the proper body for hearing this project should have been the Planning Commission

On March 26, 2026, after public testimony, the Zoning Administrator expressed that the proposed Minor and Trivial Amendment may not be trivial in nature due to the project's location within the critical viewshed of Highway 1 in Big Sur. At the March 26, 2026 hearing, the Zoning Administrator continued the item to a date certain (April 9, 2026) and directed staff to prepare a draft resolution recommending denial due to procedural inconsistencies. Ultimately, the Zoning Administrator denied the permit on the grounds that the permit should have been considered by the Planning Commission. The Zoning Administrator resolution is attached as **Attachment C**.

Appellants Andrew T. Berlin, Trustee of Andrew T. Berlin Revocable Trust appealed the April 9, 2026, Zoning Administrator decision denying the Minor and Trivial Amendment to the Combined Development Permit on procedural grounds. Appellants contend that the Zoning Administrator's findings and decision were not supported by the evidence, and the decision is contrary to the law. The specific contentions raised by the Appellant are identified below and are addressed in more detail in

the Draft Resolution (**Attachment A**).

This hearing is de novo. As explained herein, staff recommend granting the appeal and approval of the Combined Development Permit.

DISCUSSION:

The proposed fence and gate replacement was originally processed as a Minor and Trivial Amendment to a 2011 permit that included construction of a new house. Minor and Trivial Amendments can be approved by the Chief of Planning provided no objections are received during the noticing period. In this case, an objection to approval of the amendment was raised after notice was distributed and the Chief of Planning referred the project to the Zoning Administrator for a decision. The Zoning Administrator after review of the project determined that the project's Appropriate Authority was the Planning Commission, pursuant to Title 20 section 20.44.040.E. The Zoning Administrator determined that the project should have been referred to the Planning Commission rather than the Zoning Administrator as the Planning Commission was the Appropriate Authority to consider Design Approvals for structures which may impact public views. The Zoning Administrator also determined that the proposed Minor and Trivial Amendment was substantive due to the project's location within a scenic highway (Highway 1). On the procedural and technical grounds, the Zoning Administrator denied the permit application. Following the denial, the applicant timely appealed the Zoning Administrator's decision.

Appeal

The appellant, Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust, filed an appeal with two contentions (**Attachment B**), which staff has summarized below:

1. *"Monterey County Code § 20.44.040.E states that the Planning Commission shall be the Appropriate Authority to consider Design Approval applicants for those structures which have the greatest potential to impact public views, such as structures along scenic highway or road corridors, in areas designed critical viewshed, or which may be prominent from common public viewing areas. Because the proposed development does not exceed 6 feet in height, it is not considered a structure under Monterey County Code §20.06.1200. Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval applicant under Monterey County Code §20.44.040.C."*

2. *"While the project site is located along Highway 1, it is expressly exempt from Big Sur's Critical Viewshed as it is located in the Rocky Point Exception Area established pursuant to Big Sur LCP Policy 3.2.4 such that development on the Property is expressly subject to the standards of Big Sur LCP Policy 3.2.4"*

Staff has reviewed the contentions raised in the appeal. Responses to the contentions are provided in more detail in the draft Resolution (**Attachment A**). In summary, the Board of Supervisors can approve or deny the permit as the appeal authority from the Zoning Administrator or Planning Commission decisions, resolving all procedural issues; and regarding the merits of the application, staff has found that the proposed project is consistent with the applicable policies and regulations that apply.

Design/Critical Viewshed

The Critical Viewshed is defined as everything visible from Highway 1. Big Sur Coast Land Use Plan (BSC LUP) Policy 3.2.1 prohibits development visible from Highway 1 and major public viewing areas. The subject property is located along Highway 1, and according to Policy 3.2.2 of the BSC LUP, is located within a Critical Viewshed. Pursuant to Title 20 section 20.16.030.B development in the Big Sur Coast within the Critical Viewshed is required to obtain a Coastal Development Permit.

Development within the Critical Viewshed shall be prohibited; however, BSC LUP Policy 3.2.3.A.7 and section 20.145.030.A.2.f of the Coastal Implementation Plan, Part 3 allows replacement of existing structures on the original site, provided no other less visible portion of the site is acceptable to the property owner, and as long as the replacement does not increase the visibility of the structure. The proposed fence and gate are in a similar location to the original gate and fence; and have been sited slightly deeper into the property from Highway 1 to further minimize the visibility of the gate and fence. Finally, the gate and fence as proposed do not increase their visibility into the Critical Viewshed and are in fact set further back into the property to minimize the portion of the fence and gate in the Critical Viewshed.

The proposed fence would be consistent with the rural setting and character of Big Sur through its use of natural locally sourced stone and dark bronze materials that reflect the subdued colors and textures of the surrounding landscape. The natural stone (varying beige and earthy colors) complements the geologic characteristics of the Big Sur coastline and Santa Lucia Mountains, while the dark bronze gate provides a muted, non-reflective earth tone that minimizes visual contrast with nearby vegetation. The proposed stone fence would mirror other stone fences along the Big Sur Coast, including nearby properties and Sea Meadow at Rocky Point. Like the existing fence line, the replacement fence incorporates semi-modern design elements such as rough-cut irregular locally sourced stones to soften the appearance. The rustic character in the Big Sur area is maintained through minimizing the bulk and mass of those structures that may be allowed in the Critical Viewshed, maintaining visual access to the ocean (where applicable), and through the use of natural materials, earth-toned finishes, and visual compatibility with the surrounding landscape. The fence's height would be nearly identical to the existing fence, and the perceived change in massing would be limited, given that only 53.5 feet of the front property line fence is being modified. By utilizing natural materials and earth-toned finishes, the proposed fence would be designed to visually recede into the landscape and remain subordinate to the surrounding scenery, making it complementary to the semi-wilderness character of Big Sur identified in LUP Policy 3.2. The remainder of the front property line will continue to be developed with a louvered wood fence, which would be repaired as needed. The proposed fence would smoothly transition into the existing fenceline. As proposed, the entire front property fenceline would consist of natural materials and be of a bulk and mass that does not detract from the scenic beauty of Highway 1 and would not block ocean views. The proposed replacement fence would not impact any nearby vista point, nor substantially change the Highway 1 scenic corridor.

Cultural Resources

The project is within 750 feet of known archaeological resources. Section 20.145.120.A.1 of the Coastal Implementation Plan, Part 3, requires development within 750 feet of known archaeological resources to obtain a Coastal Development Permit. An Archaeological Assessment was prepared as a

part of the previous project (PLN110257), which determined that there was no evidence of cultural resources found around the project area. As the current project is within the existing developed site and does not involve land clearing and minimal land disturbance the project is eligible for an archaeological survey waiver pursuant to section 20.145.120.B.5 of the Coastal Implementation Plan, Part 3.

LAND USE ADVISORY COMMITTEE REVIEW (LUAC):
The project was not referred to the Big Sur LUAC. As a Minor and Trivial Amendment, it was determined that the project did not require LUAC review pursuant to the Board adopted LUAC Guidelines. The decision to refer the matter to the Big Sur LUAC was not revised following the Zoning Administrators decision and appeal given that the County has a limited time to process the appeal.

CEQA:
California Environmental Quality Act (CEQA) Guidelines section 15302 categorically exempts replacement structures where the new structures will be located on the same site and have substantially the same purpose and capacity as the structure replaced. The project includes construction of a replacement fence and gate. The replacement fence and gate will be located in the same area as the existing fence and gate and serve the same purpose. Therefore, the project is consistent with the categorical exemption requirements of CEQA Guidelines section 15302. None of the exceptions under CEQA Guidelines section 15300.2 apply to this project. The project does not involve alterations to a designated historical resource, a hazardous waste site, or development that would result in a cumulatively significant impact. Although the project is visible from Highway 1, the development is rural in design, compatible with the surrounding environment, and will not have an adverse impact on public or visual access. There are no unusual circumstances associated with undertaking the project that would create a reasonable possibility that the project would have a significant effect on the environment.

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development, General Fund 001, Appropriation Unit HCD002, Unit 8543. County staff have collected fees for processing this permit. No fee is charged for an appeal of a Coastal Development Permit that is appealable to the California Coastal Commission.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The project aligns with Board of Supervisors Strategic Plan Goals A: This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Link to the Strategic Plan:
< <https://www.countyofmonterey.gov/home/showdocument?id=139569>>

Prepared by: Taylor Price, Senior Planner, (831) 784-2179
Reviewed by: Lori Woodle, Finance Manager I
Reviewed and Approved by: Craig Spencer, HCD Chief of Planning

The following attachments are on file with the Clerk of the Board:

Attachment A - Draft Resolution including:
– Recommended Conditions of Approval
– Project Plans, Colors, Materials
Attachment B - Notice of Appeal
Attachment C - Zoning Administrator Resolution No. 26-024
Attachment D - Vicinity Map

cc: Front Counter Copy; California Coastal Commission; CalFire; HCD-Environmental Services; HCD-Engineering Services; Environmental Health Bureau; Taylor Price, Senior Planner; Fionna Jensen, Principal Planner; Berline Andrew T Tr, Property Owners; Laura Lawrence, Agent; The Open Monterey Project; LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Trey Kropp, Interested Party; Planning File PLN110257-AMD1

Attachment A

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ATTACHMENT A
DRAFT RESOLUTION

Before the Board of Supervisors in and for the County of Monterey, State of California

In the matter of the application of:
BERLIN ANDREW T TR (PLN110257-AMD1)

RESOLUTION NO. 26--

Resolution by the County of Monterey Board of Supervisors:

1) Grant the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257);
2) Find the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and
3) Approve a Combined Development Permit consisting of:
    a) A Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate;
    b) A Coastal Development Permit to allow development within the Big Sur Critical Viewshed; and
    c) A Coastal Development Permit for development within 750 feet of an archaeological resource.

[BERLIN ANDREW T TR, 35986 HWY 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000].

The Appeal by Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the decision by the County of Monterey Zoning Administrator came for a public hearing before the County of Monterey Board of Supervisors on June 9, 2026. Having considered all the written and documentary evidence, the administrative record, the staff report, written and oral testimony, the Board of Supervisors finds and decides as follows:

FINDINGS

1. FINDING: **PROCESS REQUIREMENTS** – The County received and processed a Minor and Trivial Amendment to previously approved Combined Development Permit (HCD Planning File No. PLN110257; Planning

Commission Resolution No. 11-048). It was determined that this Minor and Trivial Amendment was processed incorrectly – a procedural error – and should have been processed as a Combined Development Permit. By way of this appeal to the correct final decision making body, those procedural errors are resolved.

EVIDNECE:

a) Application. An application was filed with the County on August 18, 2025 to allow the replacement of a wood fence and gate at 35986 Highway 1, Big Sur (County File No. PLN110257-AMD1).

b) Background. On December 14, 2011, the Monterey County Planning Commission approved PLN110257 for a Combined Development Permit consisting of: 1) Coastal Administrative Permit to allow the demolition of an existing 1,960 square foot one-story single-family dwelling and 66 square foot guest unit and the construction of a 9,255 square foot two-story single-family dwelling, new retaining walls, perimeter fencing, and associated grading (2,573 cubic yards cut, 2,573 cubic yards fill); 2) Coastal Development Permit for development within 750 feet of an archaeological resource; 3) Coastal Development Permit for development within 50 feet of a coastal bluff; 4) Coastal Development Permit for a Lot Line Adjustment to merge two parcels into one parcel; and 5) Design Approval. Approval of this permit included 31 conditions of approval.

On April 9, 2012, the previously approved Coastal Development Permit for a Lot Line Adjustment (HCD-Planning File No. PLN110257) was granted an Unconditional Certificate of Compliance (Document No. 2012021134) to reflect the Lot Line Adjustment to merge two parcels into one parcel.

On November 3, 2014, the associated Construction Permits (Building Permit No. 12CP00985) were granted for the project, and the project had undergone a final inspection.

On August 18, 2025, an application for a Minor and Trivial Amendment (PLN110257-AMD1) was submitted to HCD-Planning staff. This application was submitted in accordance with Title 20 section 20.76.115.

On December 3, 2025, pursuant to the provisions of Section 20.76.1115, the project was scheduled to be heard for consideration by the Chief of Planning as a Minor and Trivial Amendment to a Coastal Development Permit. However, on November 20, 2025 a member of the public raised concerns with the proposed design, potential impacts on nearby public vistas, and requested that the project be referred to a public hearing. The project was referred to the Zoning Administrator, pursuant to Title 20 section 20.76.060.

On March 26, 2026, the Monterey County Zoning Administrator considered a revised scope of work, which included allowing the replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate. On

March 26, 2026, at a duly-noticed public hearing at which all persons had the opportunity to be heard, the Zoning Administrator determined that the proposed Minor and Trivial Amendment had procedural errors and should have been considered by the Planning Commission in accordance with Title 20 section 20.44.040.E. The Zoning Administrator also determined that the proposed Minor and Trivial Amendment was substantive due to the project's location within a scenic highway (Highway 1). Therefore, the Zoning Administrator continued the item to a date certain (April 6, 2026) and directed staff to prepare a resolution with an intent to deny due to procedural inconsistencies.

On April 9, 2026, the Monterey County Zoning Administrator considered a resolution denying the revised scope of work, which included allowing the replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate. On April 9, 2026, at a duly-noticed public hearing at which all persons had the opportunity to be heard, the Zoning Administrator denied the Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257).

On April 15, 2026, Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust (The Law Office of Aengus L. Jeffers representing Appellant), timely appealed the April 9, 2026 decision of the Zoning Administrator, pursuant to Title 20 section 20.86.030.A of Monterey County Code (MCC). Appellant's contentions related to the Zoning Administrator's determination that the Planning Commission was the Appropriate Authority to consider the project and that the proposed Minor and Trivial Amendment was not substantively flawed due to the project's location within a scenic highway (Highway 1), see further discussion in Finding No. 8.

Pursuant to MCC Title 20 sections 20.86.030.C and E, an appeal shall be filed with the Clerk of the Board of Supervisors within 10 days after written notice of the decision of the Appropriate Authority (i.e., Zoning Administrator Resolution No. 26-024) has been mailed to the Applicant. The County emailed the written notice of the decision on April 9, 2025, and said appeal was filed with the Clerk of the Board of Supervisors on April 15, 2025, within the 10-day timeframe prescribed by MCC Title 20 section 20.86.030.C. The appeal hearing is de novo. A complete copy of the appeal is on file with the Clerk of the Board, and is attached to the June 9, 2026 staff report to the Board of Supervisors as **Attachment B**.

On April 28, 2026 the project applicant submitted revised plans that were responsive to some of the concerns raised by a community member during the Zoning Administrator hearing. The revised plans include rough-cut rocks, rather than neatly arranged straight cut rocks. These rough-cut rocks, consisting of locally sourced natural stones, are more reflective of the rural setting of Big Sur and use natural materials consistent with materials found in the area, see discussion in Finding

No. 4. This resolution contains findings and evidence that reflect the design as proposed in the April 28, 2026 plans.

c) The appeal was timely brought to a duly-noticed public hearing before the Monterey County Board of Supervisors on June 9, 2026. Notice of the hearing was published on May 28, 2026 in the Monterey County Weekly; notices were mailed on May 28, 2026 to all property owners and occupants within 300 feet of the project site, and to persons who requested notice; and at least three notices were posted at and near the project site on May 28, 2026.

d) The Board of Supervisors is the appropriate authority to consider appeals of the Zoning Administrator and Planning Commission decisions. Additionally, the Board hearing and action on the appeal is de novo, meaning from the beginning or anew. Therefore, the Board has the authority to act on the project and appeal without being constrained by prior decisions. The appeal inherently corrects procedural errors regarding the "appropriate authority" to consider the permit. The project description has also been revised to exclude amendments to the long completed prior work authorized in 2014 and focus on the proposed fence and gate.

e) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed Combined Development Permit are found in project file PLN110257-AMD1.

2. FINDING: **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:

- 1982 Monterey County General Plan;
- Big Sur Coast Land Use Plan (BSC LUP);
- Monterey County Coastal Implementation Plan – Part 3; and
- Monterey County Zoning Ordinance - Coastal (Title 20).

No conflicts were found to exist. Communications were received during the course of review of the project indicating potential inconsistencies with the text, policies, and regulations in these documents. The Zoning Administrator interpretation of the Code as applies to this project found that project was not processed in accordance with the requirements of Title 20 Chapter 20.44. Comments have been reviewed and addressed. As proposed, the project is consistent with the applicable text, policies and regulations. A more thorough analysis of the zoning code as it applies to this project is provided in the findings and evidence that follows.

b) Project. The Project includes demolishing 53.5 linear feet of the existing front property line fencing and gate and constructing a replacement stone wall (32 linear feet) and entrance gate (21.5 linear feet). The proposed stone wall would replace a portion of an existing louvered wood fence. The proposed dark bronze entrance gate would replace the existing wood entrance gate. A wood and metal side gate would be

installed perpendicular to the entrance gate, but behind the proposed stone wall. The remainder of the property line would continue to be improved with the existing louvered wood fence, which would be repaired as needed.

c) Allowed Use. The property is located at 35986 HWY 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000. The parcel is zoned Rural Density Residential, 40 acres per unit, Design Control overlay, with a 14-foot height limit, in the Coastal Zone or "RDR/40-D(14')(CZ)", which allows for construction of accessory structures to any permitted use. The proposed project includes replacing 53.5 feet of an existing front property line fence and entrance gate. This Combined Development Permit incorporates colors and materials to match the existing structures.

d) Lot Legality. The subject property (APN: 243-231-027-000) is recognized by the County of Monterey as a legal lot of record per recordation of a Certificate of Compliance (Document #2012021134).

e) Critical Viewshed/Design. The project is consistent with the Big Sur Coast Land Use Plan (BSC LUP) policies protecting scenic resources and their implementing regulations in the related CIP, as detailed in Finding No. 4.

f) Development Standards. The development standards for the RDR zoning district are identified in Title section 20.16.060. The proposed fence and entry gate are located along the front property line. However, because the proposed development does not exceed 6 feet in height, it is not considered a structure and thus is not subject to setback requirements for accessory structures. Therefore, as proposed, the project conforms with the applicable development standards of the zoning district.

g) Cultural Resources. According to County resource maps, the subject property is located within 750 feet of a known archaeological resource. Therefore, the subject property is required to have archaeological report, pursuant to Coastal Implementation Plan (CIP) section 20.145.120.A.1 of the Coastal Implementation Plan, Part 3. However, pursuant to CIP section 20.145.120.B.1, an archaeological survey was previously prepared for the site. The report identified small quantities of shellfish and abalone found near the bluff, and a positive archaeological site located on an adjacent property. However, no evidence of cultural resources was found in the area proposed for development. The proposed development is located within the previously disturbed portions of the property. Minimal ground disturbance is required for the fence posts. As the project is within the developed area, involves no land clearance and minimal land disturbance, and has an archaeological survey that was previously prepared, the proposed project is eligible for an archaeological survey waiver pursuant to CIP section 20.145.120.B.5.

The potential for inadvertent impacts on cultural resources is limited and will be further controlled by application of the County's standard project condition (Condition No. 3), which requires the contractor to stop work if previously unidentified resources are discovered during construction.

Thus, as proposed, designed, and conditioned, the proposed project minimizes and avoids potential impacts to archaeological resources.

h) Land Use Advisory Committee (LUAC) Review. The project was not referred to the Big Sur LUAC. As a Minor and Trivial Amendment, it was determined that the project did not require LUAC review pursuant to the Board adopted LUAC Guidelines. The decision to refer the matter to the Big Sur LUAC was not revised following the Zoning Administrator decision and appeal given that the County has a limited time to process the appeal.

i) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257-AMD1.

3. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and/or use.

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. County staff reviewed the application materials and plans to verify that the project on the site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) The following technical reports were previously prepared for this property and are applicable to the proposed development:

- Archaeological Analysis and Testing (LIB110286) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 16, 2011
- Archaeological Analysis and Testing (LIB110287) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 21, 2010

Upon independent review, staff concurs with the conclusions of the report. There are no physical or environmental constraints that render the site unsuitable for the proposed project.

c) Staff conducted a site inspection on November 12, 2025 to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257-AMD1.

4. FINDING: **CRITICAL VIEWSHED AND DESIGN –** The project preserves Big Sur's scenic resources and minimizes impacts to the Critical Viewshed in accordance with the applicable goals and policies of the Big Sur Coast Land Use Plan (BSC LUP) and Coastal Implementation Plan (CIP). The project assures protection of the public viewshed and neighborhood character in accordance with the Design Control "D" Overlay Zoning District.

EVIDENCE:

a) Relevant Policies. The property is subject to the Scenic Resources Policies of the BSC LUP for visual resources and their implementing regulations in the CIP. The property is located along Highway 1 and

pursuant to BSC LUP Policy 3.2.2 everything within sight of Highway 1 is considered within the Critical Viewshed.

Policy 3.2.1 prohibits all public and private development in the Big Sur Critical Viewshed, which includes everything within sight of Highway 1. However, while development within the Critical Viewshed is prohibited, replacement of existing structures is allowed subject to the requirements of BSC LUP Policy 3.2.3.A.7, which is implemented by CIP section 20.145.030.A.2.f.

Finally, due to the project's location within a scenic highway (Highway 1), the Zoning Administrator's determination that the fence and gate were substantive, and public comment on the project's potential impact on the Critical Viewshed, the project was analyzed as a replacement structure within the Critical Viewshed.

b) Setting. The project site is located between Highway 1 and the Pacific Ocean in the Rocky Point subdivision. Highway 1 in Big Sur was the first designated scenic highway in California, recognizing its unique and picturesque setting. Along the subject portion of Highway 1, the visual character is views of Monterey Cypress trees, with limited views of the Pacific Ocean to the west and the Santa Lucia Mountains to the east. The viewshed is partially degraded by the presence of telephone poles and electricity lines east of Highway 1 and various types of development west of Highway 1, as well as a few single-family dwellings and associated site improvements, such as fences, driveway entrances, and mailboxes, which are visible traveling along this portion of the highway. These structures are required to comply with BSC LUP Policy 3.2.3, as well as the underlying Design Control zoning district.

c) Critical Viewshed Determination. The replacement gate and fence are not exempt from the Critical Viewshed policies in the BSC LUP and are required to comply with the replacement structure policies in the BSC LUP and CIP.

Although the parcel is located between the "*southernmost existing residential parcel on Rocky Point, to the northernmost developed residential parcel on Kasler Point and from the southernmost developed parcel north of Abalone Cove to the northernmost developed parcel south of Garrapata Creek,*" it does not qualify for an exception under BSC LUP Policy 3.2.5.F. The Zoning Administrator determined that the parcel is not exempt from Critical Viewshed policies because it is visible from Highway 1 and is in close proximity to the popular scenic viewpoint at Abalone Cove. Further, public comments indicated that the replacement fence and gate could have a substantive impact on the Critical Viewshed.

BSC LUP Policy 3.2.5.C.2 exempts roadside fences and private driveway gates from Critical Viewshed policies but requires that they shall be designed to complement the rural settings and character of Big Sur, with a preference for natural materials. While the Zoning Administrator determined that the fence and gate are not exempt from

the Critical Viewshed policies, the proposed design complements the rural setting and character of Big Sur. The fence, as designed, consists of rough-cut locally sourced stones that mirror the natural Salinian Block Granitic and Metamorphic rocks which form the Santa Lucia Range. The gate is designed with dark earth tone materials (dark bronze) and continues the visual continuity of the fence by mirroring the pre-existing second gate on the property. These materials are natural and in keeping with Big Sur's rural setting and character.

d) CIP Criteria. The BSC CIP section 20.145.030 provides the specific criteria for development to ensure compliance with the BSC LUP Visual Resources Policies. BSC CIP section 20.145.030.A.2.f includes criteria for allowing replacement structures within the Critical Viewshed.

"*Replacement…of existing structures… shall be permitted in the original location on the site…".* The proposed fence and gate are in a similar location to the existing fence and gate on the property and connect to the existing sections of fence. The fence and gate are shifted slightly deeper into the parcel and further away from the scenic highway (Highway 1). Shifting the fence and gate deeper into the property further minimizes their impact on the Critical Viewshed.

"*Replacement…of existing structures… shall be permitted provided no other less visible portion of the site is acceptable to the property owner…".* The existing fence and gate are situated slightly deeper into the parcel, a location proposed to further minimize visual impacts. The property owner reviewed and accepted this deeper placement to reduce visibility of the replacement fence and gate.

"Replacement…of existing structures…shall be permitted provided the replacement does not increase the visibility of the structure." The replacement fence and gate have been designed to reduce the visual impact of the development by using natural, dark earth-tone materials. The replacement gate and fence will be set back further from Highway 1 than the existing gate and fence to further minimize visual impacts. The replacement gate will be the same height, in almost the same location, and will not change the visibility of ocean views or views of the single-family dwelling from the existing gate. The replacement fence will be in almost the same location, and a small portion of the fence, approximately 12 linear feet, will be approximately six inches taller, while the remainder of the replacement will not be changing in height. The existing wooden louvered fence provides virtually no pass-through visibility, as the overlapping wooden slats are intended to screen the single-family dwelling from Highway 1. Therefore, the replacement fence, built of rough-cut locally sourced stones, will not change the visibility of ocean views or increase the visibility of the single-family dwelling from Highway 1 compared to the existing fence.

The replacement fence and gate have been designed with appropriate materials and colors to blend with and be subordinate to the surrounding environment. The proposed project is subordinate to the surrounding

environment by using natural stone and dark colors, which ensures that the replacement gate and fence provide visual consistency along the Highway 1 frontage of the property. See Evidence "e" for additional design discussion.

Therefore, as proposed, the replacement fence and gate satisfy the requirements for replacing structures within the Critical Viewshed.

e) Design Control. Pursuant to MCC Title 20 Chapter 20.44, the proposed project and surrounding area are designated as a Design Control Zoning District ("D" zoning overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of the public viewshed and neighborhood character.

The proposed replacement fence and gate will incorporate natural materials (stone) and natural, dark earth-tone materials (dark bronze and natural stone), which are in keeping with the rural setting and character of Big Sur. Additionally, the proposed fence replacement project only modifies a limited portion of the front property fence line. The remainder of the front property line will continue to be developed with a louvered wood fence, which will be repaired as needed. The proposed fence will transition into the existing fenceline. As proposed, the entire front property fenceline will consist of natural materials and be of a bulk and mass that does not detract from the scenic beauty of Highway 1, and will not block ocean views. The project protects the public viewshed, is consistent with the surrounding rural character, and ensures public access and visual integrity. Therefore, the design of the proposed project ensures the protection of the public viewshed, neighborhood character, and the visual integrity of the property and the surrounding environment.

f) Staff conducted a site inspection on November 12, 2025 to verify that the site is suitable for this use.

g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257-AMD1.

5. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE: a) The project was reviewed by HCD-Planning, HCD-Developmental Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary facilities are provided. This Combined Development Permit would not alter these facilities. The Environmental Health Bureau has reviewed the project and made no comments.
c) Staff conducted a site inspection on November 12, 2025 to verify that the site is suitable for this use.
d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257-AMD1.

6. FINDING: **NO VIOLATIONS –** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE: a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.
b) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN110257-AMD1.

7. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with section 30200 of the Public Resources Code) and Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE: a) Figure 2 – Shoreline Access Plan, Northern Section, of the BSC LUP indicates that the subject property is in an area where public access is required (Priority 2 area). As detailed in the preceding Finding No. 2 and supporting evidence, BSC LUP Chapter 3.2 and CIP section 20.145.030.B.3.b allow for private highway improvements like fences. Big Sur Coast LUP Policy 6.1.5.F.1 states, "*Future land use planning shall be compatible to provide visual access. To this end, all new structures and ancillary facilities should be located outside of the public viewshed as defined in Chapter 3*." Public Access policies (Chapter 6.1 of the Big Sur Coast LUP), specifically visual access policies, need to be taken into consideration when reviewing the proposed fence design. Visual Access is access for scenic viewing of the shoreline and/or ocean from either a vista point or public road, or trail. Section 20.145.150 of the Big Sur Coast CIP (Public Access Development Standards) states "[T]*he protection of visual access should be emphasized* …[and] *Visual access shall be maintained by directing all future development out of the viewshed.*" The proposed replacement fence was designed to ensure existing ocean views (heavily filtered and screened by mature trees) will remain. See subsequent evidence "c".
b) Figure 3 – Trails Plan, North Section, of the Big Sur Coast LUP indicates that the subject property neither contains an inland trail corridor, a through coastal access corridor, public trail, private trail, access to Ventana Wilderness, nor is identified as an area for future public acquisition or a proposed trail.

c) Although the subject property is shown in an area where the applicable Local Coastal Program requires public access (Figure 2), no evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property. Additionally, the proposed development allows for visual access and will not affect the access of the shoreline. Consequently, no access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in section 20.146.130 of the Monterey County Coastal Implementation Plan can be demonstrated.
d) Staff conducted a site inspection November 12, 2025. No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.
e) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257-AMD1.

8. FINDING: **CEQA (Exempt)** – The project is categorically exempt from environmental review, and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:
a) California Environmental Quality Act (CEQA) Guidelines section 15302 categorically exempts replacement structures where the new structures will be located on the same site and have substantially the same purpose and capacity as the structure replaced.
b) The project includes construction of a replacement fence and gate. The replacement fence and gate will be located in the same area as the existing fence and gate and serve the same purpose. Therefore, the project is consistent with the categorical exemption requirements of CEQA guidelines section 15302.
c) No adverse environmental effects were identified during staff review of the development application or during a site visit on November 12, 2025.
d) None of the exceptions under CEQA Guidelines section 15300.2 apply to this project. The project does not involve alterations to a designated historical resource, a hazardous waste site, nor development that would result in a cumulatively significant impact. Although the project is visible from Highway 1 and constitutes development within the Critical Viewshed, as demonstrated in Finding Nos. 2 and 6, supporting evidence, the development is rural in design, compatible with the surrounding environment, and will not have an adverse impact on public or visual access. There are no unusual circumstances associated with undertaking the project that would create a reasonable possibility that the project would have a significant effect on the environment.
e) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257-AMD1.

9. FINDING: **APPEAL –** The Appellant contends that the Zoning Administrator's decision was not supported by the evidence. Upon consideration of the documentary information in the files, the staff reports, the oral and written testimony, all other evidence presented before the Board of Supervisors,

and the administrative record as a whole, the Board responds as follows to the Appellant's contentions:

EVIDENCE: a) Appellant (Andrew T. Berlin), pursuant to Monterey County Code (MCC) Title 20 section 20.86.030.C, timely appealed the April 9, 2026, decision of the Zoning Administrator. The appeal challenges the Zoning Administrator's denial of the Minor and Trivial Amendment, on the contention that the findings are not supported by the evidence and that the decision is contrary to law. See also Finding No. 1, Evidence "b". The text of the Appellant's contentions and the County's responses to those contentions are set forth in Evidence "b" through "c" below.

b) Appellant Contention No. 1. "*Monterey County Code § 20.44.040.E states that the Planning Commission shall be the Appropriate Authority to consider Design Approval applicants for those structures which have the greatest potential to impact public views, such as structures along scenic highway or road corridors, in areas designed critical viewshed, or which may be prominent from common public viewing areas. Because the proposed development does not exceed 6 feet in height, it is not considered a structure under Monterey County Code §20.06.1200. Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval applicant under Monterey County Code §20.44.040.C."*

Response No. 1 The fence, as designed, is under six feet in height; therefore, pursuant to Title 20 section 20.06.1200, it is not a structure; However, the fence would be improved within an area designated as a critical viewshed which can be interpreted to require consideration by the Planning Commission even if it is not defined as a structure.

As detailed in Finding No. 1 Evidence "b," the project was originally referred to the Chief of Planning pursuant to Title 20 section 20.76.115. As the project was considered a Minor and Trivial Amendment to a Combined Development Permit. However, an objection was received, and the Chief of Planning referred the project to a public hearing pursuant to Title 20 section 20.76.060 (see Finding No. Evidence "b"). However, after the Zoning Administrator's review of the project, the Zoning Administrator determined that the project's Appropriate Authority was the Planning Commission, pursuant to Title 20 section 20.44.040.E.

While a fence under 6 feet is not considered a "structure", pursuant to Title 20 section 20.06.1200, the project is substantive (Title 20 section 20.44.040.E) as it includes development within the Critical Viewshed (Title 20 section 20.16.060.B), and therefore, the project's Appropriate Authority is the Planning Commission.

However, while the Planning Commission was the Appropriate Authority to hear and consider the project, due to procedural issues and to ensure a timely decision was rendered on the application, the Zoning Administrator recommended that it be considered by the County of Monterey Board of Supervisors.

c) *Appellant Contention No. 2*. "*While the project site is located along Highway 1, it is expressly exempt from Big Sur's Critical Viewshed as it is located in the Rocky Point Exception Area established pursuant to Big Sur LCP Policy 3.2.4 such that development on the Property is expressly subject to the standards of Big Sur LCP Policy 3.2.4"*
Response No. 2 As detailed in Finding No. 4, the project is not exempt from the requirements of the Critical Viewshed policies, as the project is a replacement fence and gate within the Critical Viewshed. The project is sited along a scenic highway, and, due to public comments and the Zoning Administrator's determination, the project is within the Critical Viewshed and does not qualify for an exemption from the Critical Viewshed policies. However, as the project is the replacement of an existing fence and gate in the Critical Viewshed, where impacts to the Critical Viewshed are reduced, the project complies with BSC LUP Policy 3.2.3.A.7 and CIP section 20.145.030.A.2.f.

10. FINDING: **APPEALABILITY –** The decision on this project may be appealed to the California Coastal Commission.

EVIDENCE: a) California Coastal Commission. Pursuant to section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the first public road and the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, and the administrative record as a whole, that the Board of Supervisors does hereby:

1) Grant the appeal of Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust from the April 9, 2026, decision of the Zoning Administrator to deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257);
2) Find the project Categorically Exempt pursuant to CEQA Guidelines section 15302 and no exceptions to section 15300.2 apply; and
3) Approve a Combined Development Permit consisting of:
    a) A Design Approval to allow replacement of 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate.
    b) A Coastal Development Permit to allow development within the Big Sur Critical Viewshed; and
    c) A Coastal Development Permit for development within 750 feet of an archaeological resource.

All of which are in general conformance with the attached plans and subject to the attached conditions**,** all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____, and carried this 9th day of June 2026, by the following vote to wit:

AYES:

NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on June 9, 2026.

Date:
File Number: PLN110257-AMD1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from County of Monterey HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

County of Monterey HCD Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN110257-AMD1

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This is a Combined Development Permit allows replacement of 53.5 feet of existing wood fence and the main entrance gate with a stone wall and dark bronze entrance gate within the Big Sur Critical Viewshed and within 750 feet of an archaeological resource. The project is located at 35986 & 36000 Highway 1, Monterey (Assessor's Parcel Numbers 243-231-025-000 and 243-231-026-000), Big Sur Coast Land Use Plan, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 26-) was approved by the County of Monterey Board of Supervisors for Assessor's Parcel Number 243-231-025-000 and 243-231-026-000 on June 9, 2026. The permit was granted subject to 4 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD011 - TREE AND ROOT PROTECTION

Responsible Department: Planning

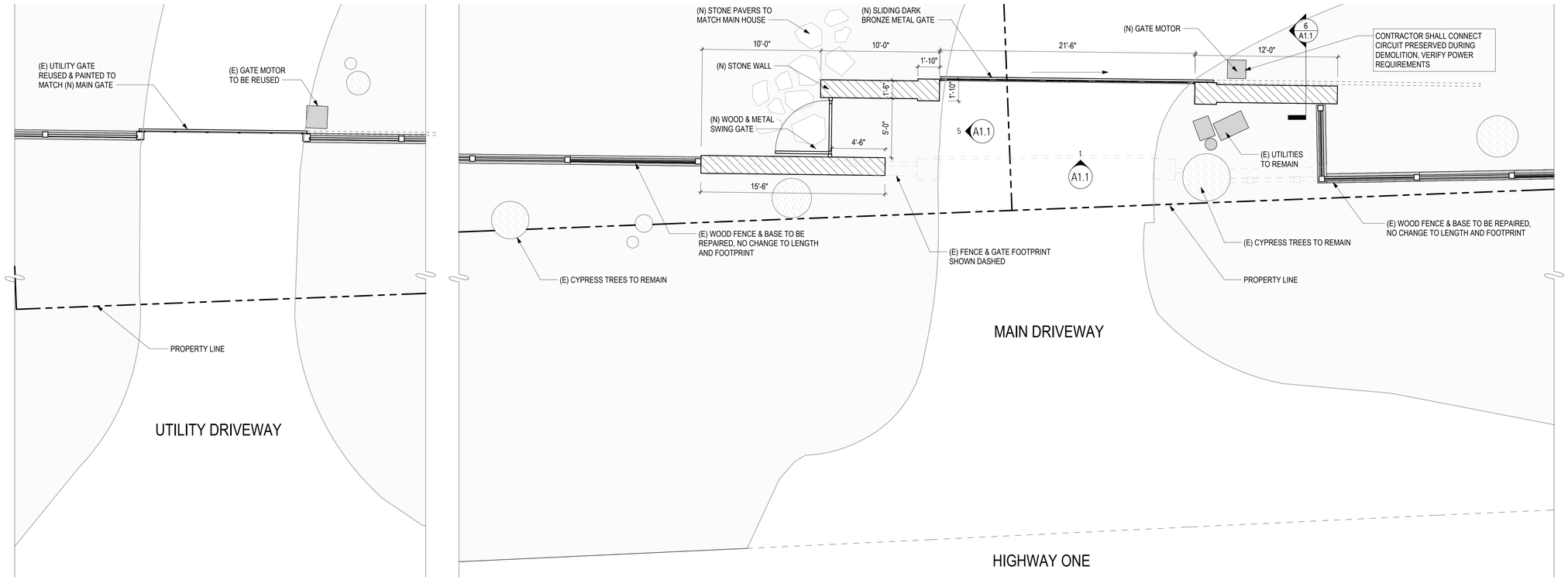
Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of HCD - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to HCD - Planning for review and approval.

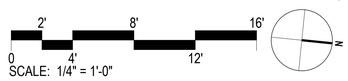
During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

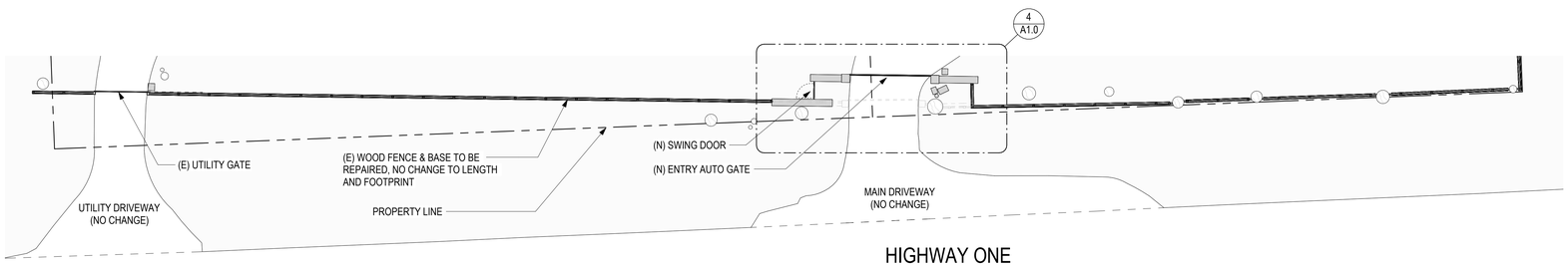
Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to HCD-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

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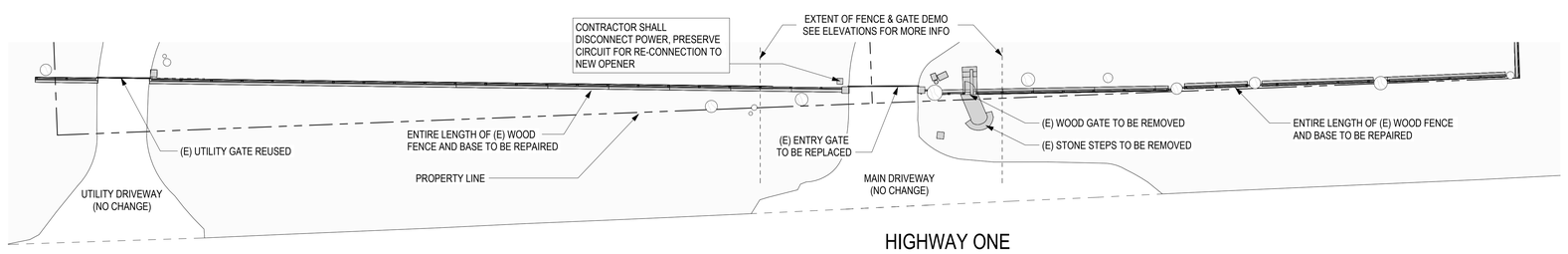
4 A1.0 ENTRY GATE & FENCE PLAN - PROPOSED
1/4" = 1'-0"





1 A1.0 ENTRY GATE & FENCE PLAN - OVERALL PROPOSED
1/16" = 1'-0"



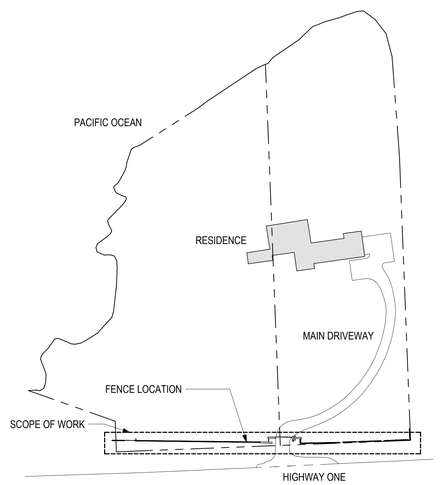


3 A1.0 ENTRY GATE & FENCE PLAN - OVERALL EXISTING/DEMO
1/16" = 1'-0"



NOTES

1. SCOPE OF WORK TO INCLUDE:
   a. REPAIR AND REPLACEMENT OF (E) WOOD FENCE
   b. REPLACEMENT OF (E) SLIDING METAL GATE AT MAIN ENTRY
   c. ADDITION OF ASHLAR STONE WALLS TO EITHER SIDE OF (N) GATE
2. NO TREE REMOVAL PROPOSED



2 A1.0 CONTEXT PLAN
1" = 80'-0"

RICHARD BEARD ARCHITECTS
2475 THIRD STREET, STUDIO 252
SAN FRANCISCO, CALIFORNIA 94107
415-458-2600

ABALONE COVE
35986 CA-1, Monterey, CA 93940

APN#: 243-231-025 & 026

DRAWN BY JK
CHECKED BY ME
PROJECT NO 2404

187

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD Lic. C-12944 Ren. 06-30-27 STATE OF CALIFORNIA

ENLARGED PLANS & SITE PLAN

SCALE: As indicated

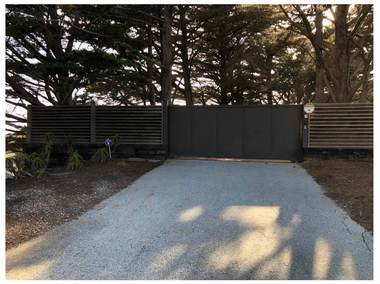
Project Status

A1.0

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EXISTING FENCE IMAGES



SECONDARY GATE



OVERALL FENCE



MAIN ENTRY GATE

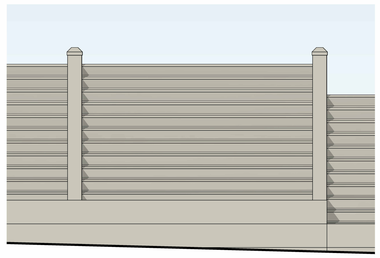


ACCESS DOOR AT MAIN ENTRY GATE

PROPOSED MATERIAL IMAGES



LOCALLY SOURCED, UNCOURSED RANDOM ASHLAR STONE WALLS



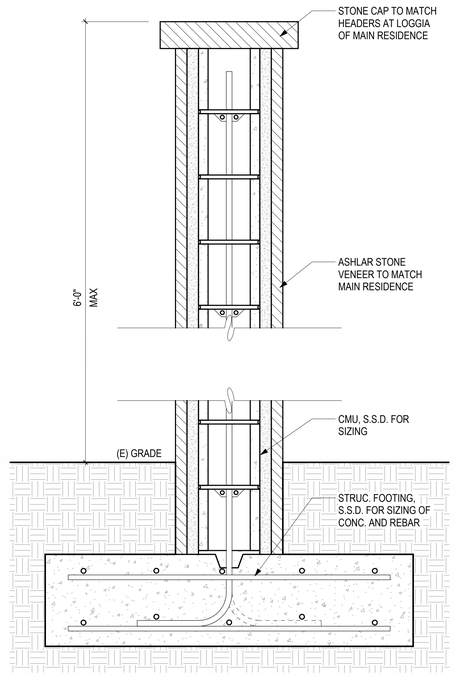
ALL WOOD STAINED AND ACID WASHED TO MATCH (E) FENCE



AGED BRONZE METAL TO MATCH DOORS & WINDOWS OF MAIN RESIDENCE



(E) WOOD FENCE



6 / A1.1 FENCE SECTION - PROPOSED

1 1/2" = 1'-0"

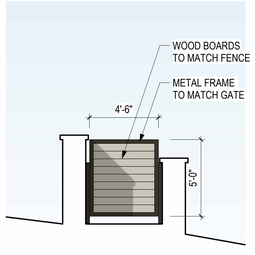


1 / A1.1 ENTRY GATE & FENCE ELEVATION - EXISTING / DEMO

1/4" = 1'-0"

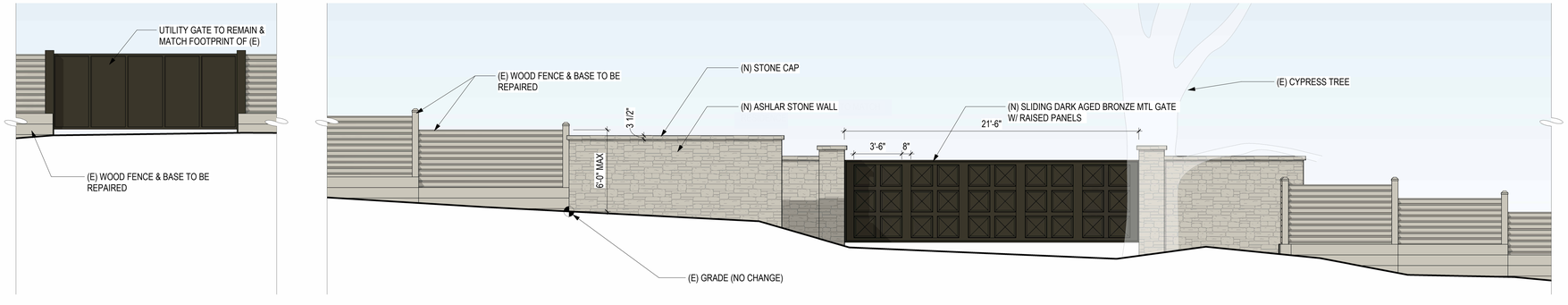
0 2' 4' 8' 12' 16'

SCALE: 1/4" = 1'-0"



5 / A1.1 SIDE DOOR - PROPOSED

1/4" = 1'-0"



2 / A1.1 ENTRY GATE & FENCE ELEVATION - PROPOSED

1/4" = 1'-0"

0 2' 4' 8' 12' 16'

SCALE: 1/4" = 1'-0"

RICHARD BEARD ARCHITECTS

2475 THIRD STREET, STUDIO 252
SAN FRANCISCO, CALIFORNIA 94107
415-458-2600

ABALONE COVE

35986 CA-1, Monterey, CA 93940

APN#: 243-231-025 & 026

DRAWN BY JK
CHECKED BY ME
PROJECT NO 2404

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD No. C-12944 Ren. 06-30-27 STATE OF CALIFORNIA

ELEVATIONS AND MATERIALS

SCALE: As indicated

Project Status

A1.1

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Attachment B

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Docusign Envelope ID: C22D9812-122D-4070-B255-DB8BD8BFF910

NOTICE OF APPEAL

Monterey County Code
Title 19 (Subdivisions)
Title 20 (Zoning)
Title 21 (Zoning)

RECEIVED
MONTEREY COUNTY
APR 15 2026 H.D.
4:40 P.M.
CLERK OF THE BOARD
DEPUTY
VICENTE RAMIREZ

No appeal will be accepted until written notice of the decision has been given. If you wish to file an appeal, you must do so on or before April 20, 2026 (10 days after written notice of the decision has been mailed to the applicant).

Date of decision: April 9, 2026

1. Appellant Name: Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust

   Address: c/o The Law Office of Aengus L. Jeffers, 215 West Franklin Street, 5th Fl, Monterey, CA 93940

   Telephone: (831) 649-6100

2. Indicate your interest in the decision by placing a check mark below:

   Applicant X

   Neighbor _____

   Other (please state) _____

3. If you are not the applicant, please give the applicant's name:

4. Fill in the file number of the application that is the subject of this appeal below:

	Type of Application	Area
a) Planning Commission: PLN_____		
b) Zoning Administrator: PLN 110257-AMD1	Minor and Trivial Amendment	Big Sur
c) Administrative Permit: PLN_____		

Notice of Appeal

5. What is the nature of your appeal?

   a) Are you appealing the approval or denial of an application? Denial of the application

cc: Original to Clerk to the Board; HCD Planning
Revised 5-7-2024

Docusign Envelope ID: C22D9812-122D-4070-B255-DB8BD8BFF910

b) If you are appealing one or more conditions of approval, list the condition number and state the condition(s) you are appealing. (Attach extra sheet if necessary)

6. Place a check mark beside the reason(s) for your appeal:

There was a lack of fair or impartial hearing _____
The findings or decision or conditions are not supported by the evidence ___X___
The decision was contrary to law ___X___

7. Give a brief and specific statement in support of each of the reasons for your appeal checked above. The Board of Supervisors will not accept an application for an appeal that is stated in generalities, legal or otherwise. If you are appealing specific conditions, you must list the number of each condition and the basis for your appeal. (Attach extra sheets if necessary)

See attached.

8. As part of the application approval or denial process, findings were made by the decision-making body (Planning Commission, Zoning Administrator, or Chief of Planning). In order to file a valid appeal, you must give specific reasons why you disagree with the findings made. (Attach extra sheets if necessary)

See attached.

9. You must pay the required filing fee of $3,716.10 (make check payable to "County of Monterey") at the time you file your appeal. (Please note that appeals of projects in the Coastal Zone are not subject to the filing fee.)

This project is in the Coastal Zone.

10. Your appeal is accepted when the Clerk to the Board accepts the appeal as complete and receives the required filing fee. Once the appeal has been accepted, the Clerk to the Board will set a date for the public hearing on the appeal before the Board of Supervisors.

The appeal and applicable filing fee must be delivered to the Clerk to the Board by the deadline. A mailed copy of the appeal and filing fee will be accepted only if it is received by Clerk of the Board by the deadline. The appeal and applicable filing fee should be mailed to PO Box 1728, Salinas CA 93902. A facsimile copy of the appeal will be accepted only if the hard copy of the appeal and applicable filing fee are mailed and received by Clerk of the Board by the deadline.

APPELLANT SIGNATURE DocuSigned by: Andrew Berlin 61D021C1E1B04B1... Date: 4/13/2026

RECEIVED SIGNATURE _____ Date: 4/15/26

cc: Original to Clerk to the Board; HCD Planning
Revised 5-7-2024

THE LAW OFFICE OF AENGUS L. JEFFERS
A Professional Corporation
215 West Franklin Street, Fifth Floor
Monterey, California 93940

Phone: (831) 649-6100
Fax: (831) 325-0150
Email: aengus@aengusljeffers.com

April 13, 2026

VIA ELECTRONIC SUBMITTAL

Monterey County Board of Supervisors
Attn: Clerk of the Board
168 West Alisal
P.O. Box 1728
Salinas, California 93902

Re: Appeal of April 9, 2026 Zoning Administrator Decision on PLN110257-AMD1

To Whom it May Concern:

At the request of our client, Andrew T. Berlin, Trustee of the Andrew T. Berlin Revocable Trust ("Applicant" and "Appellant"), I am submitting the attached materials comprising the appeal of the denial of the Minor and Trivial Amendment to a Combined Development Permit to construct a replacement fence and gate ("Project") on the property located at 36000 Highway One (APN 243-231-027-000), Big Sur in the Big Sur Planning Area (the "Property").

The enclosed application materials consist of the following:

- One (1) executed and completed Notice of Appeal;
- One (1) copy of Zoning Administrator Resolution No. 26-024

BASIS FOR THE APPEAL

The findings and decision are not supported by the evidence, and the decision is contrary to the law, including but not limited to, the evidence set forth below:

1. **Finding 2, Evidence (a):** The project was not processed in accordance with the requirements of the Zoning Ordinance, specifically Section 20.44.040.E, which requires that the Planning Commission is the Appropriate Authority to consider a Design Approval within a scenic corridor. The project could not have been approved by the Zoning Administrator.

    a. Monterey County Code §20.44.040.E states that the Planning Commission shall be the Appropriate Authority to consider Design Approval applications for those structures which have the greatest potential to impact public views, such as structures along scenic highway or road corridors, in areas designated as critical viewshed, or which may be prominent from common public viewing areas. Because the proposed development does not exceed 6 feet in height, it is not considered a structure under Monterey County Code §20.06.1200. Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval application under Monterey County Code §20.44.040.C.

2. **Finding 2, Evidence (b):** The Zoning Administrator determined that the proposed amendment was substantive due to the project's location within a scenic highway (Highway 1) and should have been considered by the Planning Commission. Therefore, the Zoning Administrator denied this application due to incorrect procedure.

    a. Monterey County Code §20.44.040.E states that the Planning Commission shall be the Appropriate Authority to consider Design Approval applications for those structures which have the greatest potential to impact public views, such as structures along scenic highway or road corridors, in areas designated as critical viewshed, or which may be prominent from common public viewing areas. Because the proposed development does not exceed 6 feet in height, it is not considered a structure under Monterey County Code §20.06.120. Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval application under Monterey County Code §20.44.040.C.

    b. Contrary to Finding 2, Evidence (e), while the project site is located along Highway 1, it is expressly exempt from Big Sur's Critical Viewshed as it is located within the Rocky Point Exception Area established pursuant to Big Sur LCP Policy 3.2.4 such that development on the Property is expressly subject to the standards of Big Sur LCP Policy 3.2.4 ("Procedures for Applying the General Scenic Resources Policies That Apply Outside the Critical Viewshed"). Therefore, the Zoning Administrator was the Appropriate authority to consider the Minor and Trivial Amendment Design Approval application under Monterey County Code §20.44.040.C.

While the Zoning Administrator's denial of the Project was based entirely on procedural grounds rather than the Project's merit and consistency with the Big Sur LCP, we do support Planning Staff's analysis from the Zoning Administrator hearing staff report recommending approval of the Project as consistent with the Big Sur LCP.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Aengus L. Jeffers, Esq.

ALJ:lml

Enclosures

Before the Zoning Administrator in and for the County of Monterey, State of California

In the matter of the application of:
BERLIN ANDREW T TR (PLN110257-AMD1)
RESOLUTION NO. 26-024
Resolution by the County of Monterey Zoning Administrator:

1) Finding the project decision Statutorily Exempt pursuant to CEQA section 21080(b)(5); and
2) Denying a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257) that allowed the demolition of an existing 1,960 square foot one-story single family dwelling and 255 square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls and associated grading within 750 feet of an archaeological resource and within 50 feet of a coastal bluff and a Lot Line Adjustment to merge two parcels into one parcel. This Minor and Trivial Amendment would allow replacing 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and a dark bronze entrance gate.

[BERLIN ANDREW T TR, 35986 HWY 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000].

The BERLINE application (PLN110275-AMD1) came before the County of Monterey Zoning Administrator on March 26, 2026, and April 9, 2026. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Zoning Administrator finds and decides as follows:

FINDINGS

1. FINDING: **PROCESS REQUIREMENTS** – The County has received and processed an amendment to previously approved Combined Development Permit (HCD Planning File No. PLN110257; Planning Commission Resolution No. 11-048).

EVIDNECE:

a) On August 18, 2025, an application for a Minor and Trivial Amendment (PLN110257-AMD1) was submitted to HCD-Planning staff. The Minor and Trivial Amendment application includes Design Approval pursuant to Monterey County Code Chapter 20.44 as a component.

b) On December 14, 2011, the Monterey County Planning Commission approved PLN110257 for a Combined Development Permit consisting of: 1) Coastal Administrative Permit to allow the demolition of an existing 1,960 square foot one-story single family dwelling and 66

square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls, perimeter fencing, and associated grading (2,573 cubic yards cut, 2,573 cubic yards fill); 2) Coastal Development Permit for development within 750 feet of an archaeological resource; 3) Coastal Development Permit for development within 50 feet of a coastal bluff; 4) Coastal Development Permit for a Lot Line Adjustment to merge two parcels into one parcel; and 5) Design Approval. Approval of this permit included 31 conditions of approval.

c) All previously approved 31 conditions of approval are in a "Met" or " On-going" status. No Conditions of Approval from PLN110257 are being carried forward to this Amendment (PLN110257-AMD1) due to the minor project scope of this project.

d) The findings and evidence from PLN110257 (Resolution No. 11-048) have been carried forward to this application, PLN110257-AMD1, by reference. PLN110257 remains as the operative permit. Denial of this Amendment does not alter the original approval.

e) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed amendment are found in project file PLN110257 and PLN110257-AMD1.

2. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is not consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:

- 1982 Monterey County General Plan;
- Big Sur Coast Land Use Plan;
- Monterey County Coastal Implementation Plan – Part 3; and
- Monterey County Zoning Ordinance - Coastal (Title 20).

The project was not processed in accordance with the requirements of the Zoning Ordinance, specifically Section 20.44.040.E, which requires that the Planning Commission is the Appropriate Authority to consider a Design Approval within a scenic corridor. The project could not have been approved by the Zoning Administrator.

b) Project. The Project includes demolishing 53.5 linear feet of the existing front property line fencing and gate, and constructing a replacement stone wall (32 linear feet) and entrance gate (21.5 linear feet). The proposed stone wall would replace a portion of an existing louvered wood fence. The proposed dark bronze entrance gate will replace the existing wood entrance gate. A wood and metal side gate will be installed perpendicular to the entrance gate, but behind the proposed stone wall. The remainder of the property line will continue to be improved with the existing louvered wood fence, which will be repaired as needed. This project was scheduled for consideration by the Chief of Planning on December 3, 2025, but was referred to the Zoning Administrator due to public comment. The Zoning Administrator determined that the proposed amendment was substantive due to the

project's location within a scenic highway (Highway 1) and should have been considered by the Planning Commission. Therefore, the Zoning Administrator denied this application due to incorrect procedure. (see Finding 2, Evidence "a", above). The Zoning Administrator did not make a recommendation on the proposed design.

c) Allowed Use. The property is located at 35986 Highway 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000. The parcel is zoned Rural Density Residential, 40 acres per unit, Design Control overlay, with a 14-foot height limit, in the Coastal Zone or "RDR/40-D(14')(CZ)", which allows for construction of accessory structures to any permitted use. The proposed project includes replacing 53.5 feet of an existing front property line fence and entrance gate. The previously approved Combined Development Permit (PLN110237, Resolution No. 11-048) allowed construction of a single-family dwelling and other site improvements, including an entrance gate and perimeter fencing. Therefore, the project includes allowed uses accessory to the permitted residential use. All other project components of the previously approved Combined Development Permit (PLN110257) remain the same (see Finding No. 1, Evidence "b").

d) Lot Legality. The subject property (APN: 243-231-027-000) is recognized by the County of Monterey as a legal lot of record per recordation of a Certificate of Compliance (Document #2012021134).

e) Critical Viewshed/Design. According to Policy 3.2.2 of the Big Sur Coast Land Use Plan (BSCLUP), the property is located within a critical viewshed. The property is located near the Abalone Cove turnoff, which is a popular public-viewing area within Big Sur. Policy 3.2.4.F of the BSCLUP states, "the southernmost developed parcel north of Abalone Cove to the northernmost developed parcel south of Garrapata Creek shall be permitted to be used for residential purposes, subject to policies of Policy 3.2.4 (Land Not in the Critical Viewshed) of this plan." Accordingly, while the project site is located along Highway 1 and thus within the Critical Viewshed, it is only subject to the standards of Policy 3.2.4 (Land Not in the Critical Viewshed). Furthermore, pursuant to LUP Policy 3.2.5.C.2, private highway improvements such as fences and gates are exempt from Key Policy 3.2.1, which prohibits development within the Critical Viewshed, provided they are designed to be complementary to the rural setting and character of Big Sur, with a preference for natural materials.

   The stone fence replacement is proposed to match the existing residence's stone exterior. No exterior lighting is proposed.

f) Development Standards. The development standards for the RDR zoning district are identified in Title Section 20.16.060. As proposed, the project is designed below the allowable height for accessory structures (15 feet). The proposed fence and entry gate are located along the front property line. However, because the proposed development does not exceed 6 feet in height, it is not considered a structure and thus is not subject to setback requirements for accessory structures. This Amendment does not alter the site coverage approved with PLN110257.

Therefore, as proposed, the project conforms with the applicable development standards of the RDR zoning district.

g) Cultural Resources. According to County resources maps, the subject property is located within 750 feet of a known archaeological resource. Pursuant to Section 20.145.120.B.1 of the Coastal Implementation Plan, Part 3, an archaeological survey was previously prepared for the site. The report identified small quantities of shellfish and abalone found near the bluff, and a positive archaeological site located on an adjacent property. However, no evidence of cultural resources was found around the proposed construction site of the main residence. The proposed development is located within previously disturbed portions of the property. With the project being denied through this resolution, no ground disturbance will occur.

h) Public Comment. A member of the public submitted concerns regarding the proposed design and materials of the replacement fence, citing it being better suited for a subdivision or "upscale neighborhood," conflicting with the Big Sur Coast LUP's rustic character requirement, and impacting the character of the scenic corridor (Highway 1).

i) Land Use Advisory Committee (LUAC) Review. Based on the Board of Supervisors Guidelines, the project was not referred to the Big Sur LUAC. As a Minor & Trivial Amendment, the project does not warrant LUAC review because the project does not involve the granting of a Design Approval at a public hearing, the preparation of an Initial Study or Environmental Impact Report, or a lot line adjustment in the Coastal Zone, or a Variance. The public commentor's request for a public hearing does not independently warrant LUAC review.

j) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

3. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the proposed development and/or use.

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development.

b) The following technical reports were previously prepared for this property and are applicable to the proposed development:

- Archaeological Analysis and Testing (LIB110286) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 16, 2011
- Archaeological Analysis and Testing (LIB110287) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 21, 2010

Upon independent review, staff concurs with the conclusions of the report. There are no physical or environmental constrains that render the site physically unsuitable for the proposed project.

c) Staff conducted a site inspection on November 12, 2025, to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

4. FINDING: **HEALTH AND SAFETY** – The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

a) The project was reviewed by HCD-Planning, HCD-Development Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary facilities are provided. Denial of this Amendment would not alter these facilities. The Environmental Health Bureau has reviewed the project and made no comments.

c) Staff conducted a site inspection on November 12, 2025, to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

5. FINDING: **NO VIOLATIONS** – The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN110257 and PLN110257-AMD1.

6. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with section 30200 of the Public Resources Code) and Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE:

a) Figure 2 – Shoreline Access Plan, Northern Section, of the Big Sur Coast LUP indicates that the subject property is in an area where public access is required (Priority 2 area). As detailed in the preceding Finding No. 2

and supporting evidence, Big Sur Coast LUP Chapter 3.2 and CIP section 20.145.030.B.3.b allow for private highway improvements like fences. Big Sur Coast LUP Policy 6.1.5.F.1 states, "Future land use planning shall be compatible to provide visual access. To this end, all new structures and ancillary facilities should be located outside of the public viewshed as defined in Chapter 3." Public Access policies (Chapter 6.1 of the Big Sur Coast LUP), specifically visual access policies, need to be taken into consideration when reviewing the proposed fence design. Visual Access is access for scenic viewing of the shoreline and/or ocean from either a vista point or public road, or trail. Section 20.145.150 of the Big Sur Coast CIP (Public Access Development Standards) states "[T]he protection of visual access should be emphasized ...[and] Visual access shall be maintained by directing all future development out of the viewshed." The proposed replacement fence was designed to ensure existing ocean views (heavily filtered and screened by mature trees) will remain. Denial of this Amendment will retain the originally designed fence and gate, as approved and constructed, ensuring no change to the public viewshed.

b) Figure 3 – Trails Plan, North Section, of the Big Sur Coast LUP indicates that the subject property neither contains an inland trail corridor, a through coastal access corridor, public trail, private trail, access to Ventana Wilderness, nor is identified as an area for future public acquisition or a proposed trail.

c) Although the subject property is shown in an area where the applicable Local Coastal Program requires public access (Figure 2), no evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property. Additionally, denial of the proposed development will not alter the visual access from Highway 1 or any local viewshed locations.

d) Staff conducted a site inspection on November 12, 2025. No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

e) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257 and PLN110257-AMD1.

7. **FINDING:** **CEQA (Exempt)** – The project is exempt from environmental review, and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:

a) California Environmental Quality Act (CEQA) section 21080(b)(5) statutorily exempts projects that a public agency rejects or disapproves.

b) The project includes the construction of a replacement fence. The replacement fence was proposed to be in the same area as the existing fence and serve the same purpose. The Zoning Administrator disapproved this project.

c) No adverse environmental effects were identified during staff review of the development application or during a site visit on November 12, 2025.

d) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257 and PLN110257-AMD1.

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8. **FINDING:** **APPEALABILITY** – The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE:

a) Board of Supervisors. Pursuant to Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20), an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) California Coastal Commission. Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the first public road and the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the County of Monterey Zoning Administrator does hereby:

1) Find the decision to deny the project is subject to a Statutory Exemption pursuant to CEQA section 21080(b)(5); and
2) Deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257) that allowed the demolition of an existing 1,960 square foot one-story single family dwelling and 255 square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls and associated grading within 750 feet of an archaeological resource and within 50 feet of a coastal bluff and a Lot Line Adjustment to merge two parcels into one parcel. The Minor and Trivial Amendment, if approved, would have allowed replacing 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and a dark bronze entrance gate.

All of which are in general conformance with the attached sketch, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 9th day of April, 2026.

DocuSigned by:
Mike Novo
9D45DC219AC247C...

Mike Novo, AICP
Zoning Administrator

COPY OF THIS DECISION MAILED TO APPLICANT ON **4/10/26**

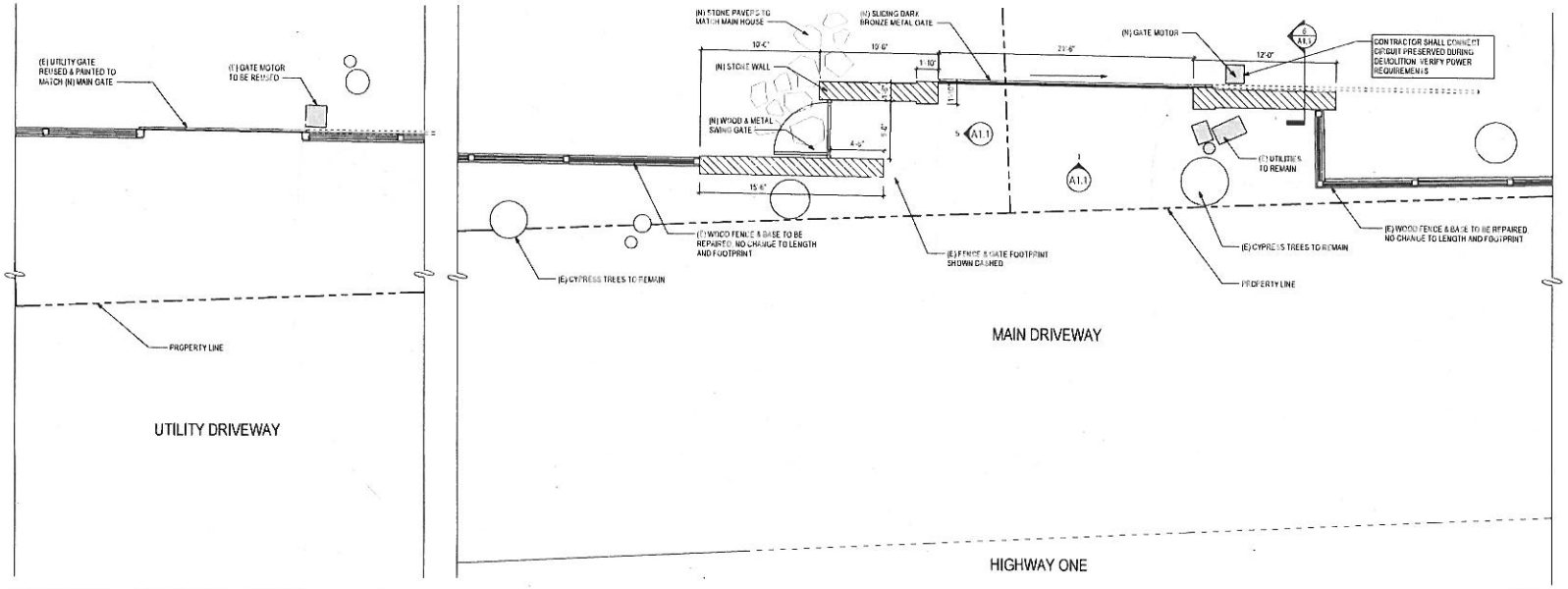
THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **4/20/26**

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER

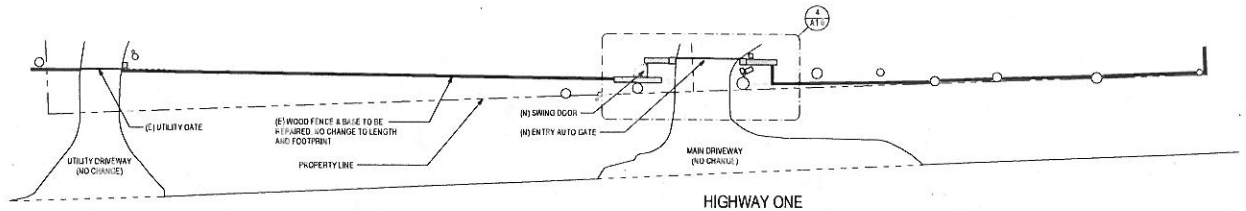
INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

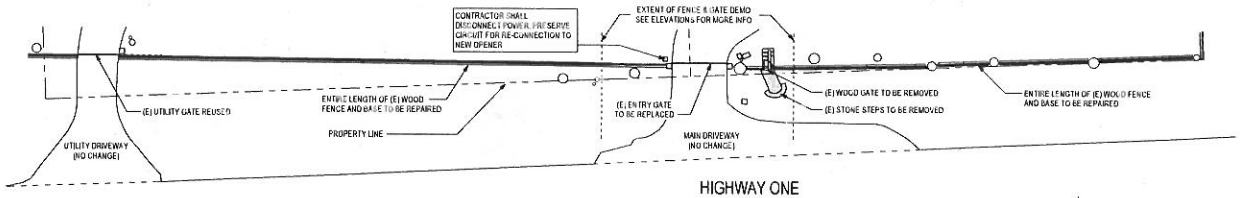


4 A1.0 ENTRY GATE & FENCE PLAN - PROPOSED 1/8" = 1'-0"

SCALE 1/4" = 1'-0"



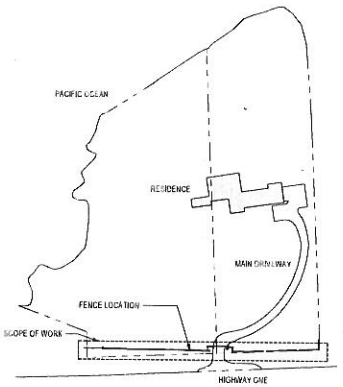
1 A1.0 ENTRY GATE & FENCE PLAN - OVERALL PROPOSED 1/16" = 1'-0"



3 A1.0 ENTRY GATE & FENCE PLAN - OVERALL EXISTING/DEMO 1/16" = 1'-0"

NOTES

1. SCOPE OF WORK TO INCLUDE
   a. REPAIR AND REPLACEMENT OF (E) WOOD FENCE
   b. REPLACEMENT OF (E) SLIDING METAL GATE AT MAIN ENTRY
   c. ADDITION OF ASHLAR STONE WALLS TO EITHER SIDE OF (N) GATE
2. NO TREE REMOVAL PROPOSED



2 A1.0 CONTEXT PLAN 1" = 80'-0"

RICHARD BEARD ARCHITECTS

ABALONE COVE
35936 CA-1, Monterey, CA 93940

APN#: 243-231-025 & 026

DRAWN BY	JK
CHECKED BY	RB
PROJECT NO.	2404

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD STATE OF CALIFORNIA

ENLARGED PLANS & SITE PLAN

SCALE As indicated
Project Status

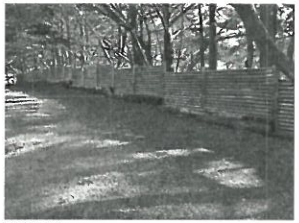
A1.0

COPYRIGHT © 2025 RICHARD BEARD

2/4/2025 1:44:42 PM C:\Users\Mail\Documents\24\ABALONE COVE_R24_MailMAKE.rvt

EXISTING FENCE IMAGES

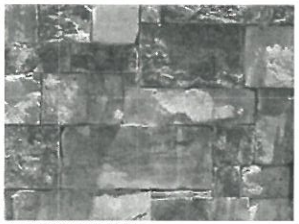

SECONDARY GATE

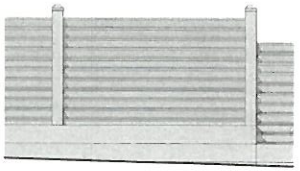

OVERALL FENCE

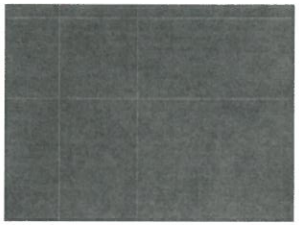

MAIN ENTRY GATE

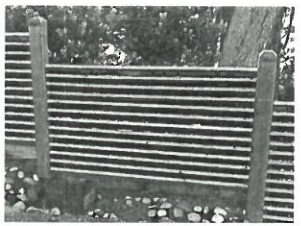

ACCESS DOOR AT MAIN ENTRY GATE

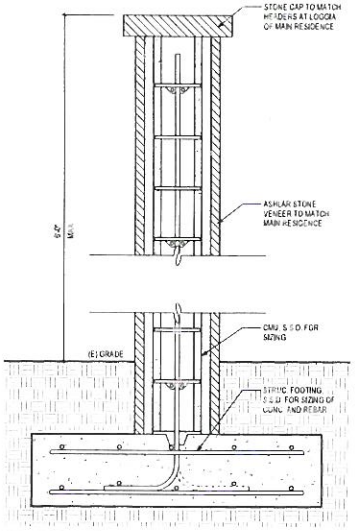
PROPOSED MATERIAL IMAGES


ASHLAR STONE TO MATCH RESIDENCE

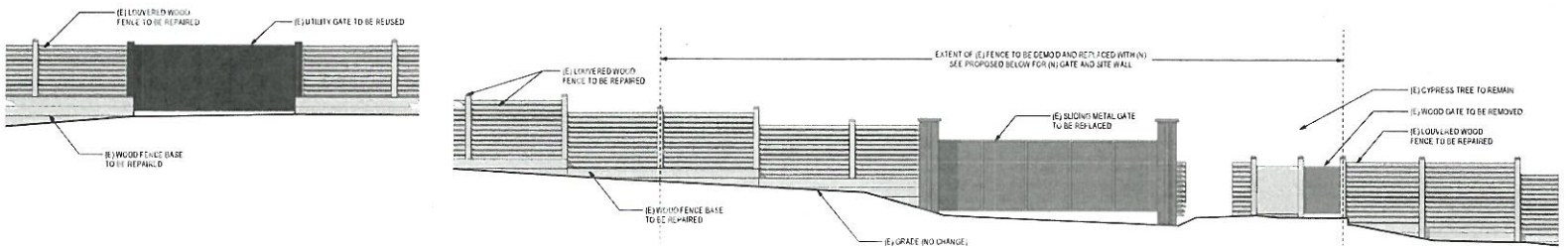

ALL WOOD STAINED AND ACID WASHED TO MATCH (E) FENCE


AGED BRONZE METAL TO MATCH DOORS & WINDOWS OF MAIN RESIDENCE

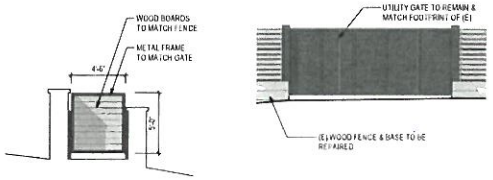

(E) WOOD FENCE



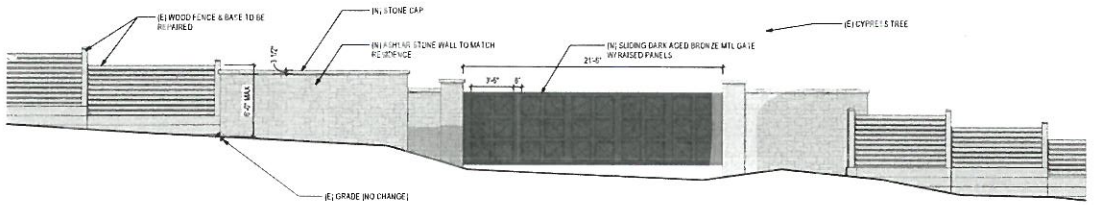
5 / A1.1 FENCE SECTION - PROPOSED
1 1/2" = 1'-0"



1 / A1.1 ENTRY GATE & FENCE ELEVATION - EXISTING / DEMO
1/4" = 1'-0"



5 / A1.1 SIDE DOOR - PROPOSED
1/4" = 1'-0"



2 / A1.1 ENTRY GATE & FENCE ELEVATION - PROPOSED
1/4" = 1'-0"

RICHARD BEARD
ARCHITECTS

ABALONE COVE
35986 CA-1, Monterey, CA 93940

APN# 243-231-005 & 006

DRAWN BY	JK
CHECKED BY	MB
PROJECT NO	2464

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD No. C-30-26 STATE OF CALIFORNIA

ELEVATIONS AND MATERIALS

SCALE As indicated
Project Status

A1.1

207

Attachment C

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Before the Zoning Administrator in and for the County of Monterey, State of California

In the matter of the application of:
BERLIN ANDREW T TR (PLN110257-AMD1)
RESOLUTION NO. 26-024
Resolution by the County of Monterey Zoning Administrator:

1) Finding the project decision Statutorily Exempt pursuant to CEQA section 21080(b)(5); and
2) Denying a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257) that allowed the demolition of an existing 1,960 square foot one-story single family dwelling and 255 square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls and associated grading within 750 feet of an archaeological resource and within 50 feet of a coastal bluff and a Lot Line Adjustment to merge two parcels into one parcel. This Minor and Trivial Amendment would allow replacing 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and a dark bronze entrance gate.

[BERLIN ANDREW T TR, 35986 HWY 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000].

The BERLINE application (PLN110275-AMD1) came before the County of Monterey Zoning Administrator on March 26, 2026, and April 9, 2026. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Zoning Administrator finds and decides as follows:

FINDINGS

1. FINDING: **PROCESS REQUIREMENTS** – The County has received and processed an amendment to previously approved Combined Development Permit (HCD Planning File No. PLN110257; Planning Commission Resolution No. 11-048).

EVIDNECE:

a) On August 18, 2025, an application for a Minor and Trivial Amendment (PLN110257-AMD1) was submitted to HCD-Planning staff. The Minor and Trivial Amendment application includes Design Approval pursuant to Monterey County Code Chapter 20.44 as a component.

b) On December 14, 2011, the Monterey County Planning Commission approved PLN110257 for a Combined Development Permit consisting of: 1) Coastal Administrative Permit to allow the demolition of an existing 1,960 square foot one-story single family dwelling and 66

square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls, perimeter fencing, and associated grading (2,573 cubic yards cut, 2,573 cubic yards fill); 2) Coastal Development Permit for development within 750 feet of an archaeological resource; 3) Coastal Development Permit for development within 50 feet of a coastal bluff; 4) Coastal Development Permit for a Lot Line Adjustment to merge two parcels into one parcel; and 5) Design Approval. Approval of this permit included 31 conditions of approval.

c) All previously approved 31 conditions of approval are in a "Met" or " On-going" status. No Conditions of Approval from PLN110257 are being carried forward to this Amendment (PLN110257-AMD1) due to the minor project scope of this project.

d) The findings and evidence from PLN110257 (Resolution No. 11-048) have been carried forward to this application, PLN110257-AMD1, by reference. PLN110257 remains as the operative permit. Denial of this Amendment does not alter the original approval.

e) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed amendment are found in project file PLN110257 and PLN110257-AMD1.

2. FINDING: **CONSISTENCY** – The Project, as conditioned, is not consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:

- 1982 Monterey County General Plan;
- Big Sur Coast Land Use Plan;
- Monterey County Coastal Implementation Plan – Part 3; and
- Monterey County Zoning Ordinance - Coastal (Title 20).

The project was not processed in accordance with the requirements of the Zoning Ordinance, specifically Section 20.44.040.E, which requires that the Planning Commission is the Appropriate Authority to consider a Design Approval within a scenic corridor. The project could not have been approved by the Zoning Administrator.

b) Project. The Project includes demolishing 53.5 linear feet of the existing front property line fencing and gate, and constructing a replacement stone wall (32 linear feet) and entrance gate (21.5 linear feet). The proposed stone wall would replace a portion of an existing louvered wood fence. The proposed dark bronze entrance gate will replace the existing wood entrance gate. A wood and metal side gate will be installed perpendicular to the entrance gate, but behind the proposed stone wall. The remainder of the property line will continue to be improved with the existing louvered wood fence, which will be repaired as needed. This project was scheduled for consideration by the Chief of Planning on December 3, 2025, but was referred to the Zoning Administrator due to public comment. The Zoning Administrator determined that the proposed amendment was substantive due to the

project's location within a scenic highway (Highway 1) and should have been considered by the Planning Commission. Therefore, the Zoning Administrator denied this application due to incorrect procedure. (see Finding 2, Evidence "a", above). The Zoning Administrator did not make a recommendation on the proposed design.

c) Allowed Use. The property is located at 35986 Highway 1, Big Sur Coast Land Use Plan, APN: 243-231-027-000. The parcel is zoned Rural Density Residential, 40 acres per unit, Design Control overlay, with a 14-foot height limit, in the Coastal Zone or "RDR/40-D(14')(CZ)", which allows for construction of accessory structures to any permitted use. The proposed project includes replacing 53.5 feet of an existing front property line fence and entrance gate. The previously approved Combined Development Permit (PLN110237, Resolution No. 11-048) allowed construction of a single-family dwelling and other site improvements, including an entrance gate and perimeter fencing. Therefore, the project includes allowed uses accessory to the permitted residential use. All other project components of the previously approved Combined Development Permit (PLN110257) remain the same (see Finding No. 1, Evidence "b").

d) Lot Legality. The subject property (APN: 243-231-027-000) is recognized by the County of Monterey as a legal lot of record per recordation of a Certificate of Compliance (Document #2012021134).

e) Critical Viewshed/Design. According to Policy 3.2.2 of the Big Sur Coast Land Use Plan (BSCLUP), the property is located within a critical viewshed. The property is located near the Abalone Cove turnoff, which is a popular public-viewing area within Big Sur. Policy 3.2.4.F of the BSCLUP states, "the southernmost developed parcel north of Abalone Cove to the northernmost developed parcel south of Garrapata Creek shall be permitted to be used for residential purposes, subject to policies of Policy 3.2.4 (Land Not in the Critical Viewshed) of this plan." Accordingly, while the project site is located along Highway 1 and thus within the Critical Viewshed, it is only subject to the standards of Policy 3.2.4 (Land Not in the Critical Viewshed). Furthermore, pursuant to LUP Policy 3.2.5.C.2, private highway improvements such as fences and gates are exempt from Key Policy 3.2.1, which prohibits development within the Critical Viewshed, provided they are designed to be complementary to the rural setting and character of Big Sur, with a preference for natural materials.

   The stone fence replacement is proposed to match the existing residence's stone exterior. No exterior lighting is proposed.

f) Development Standards. The development standards for the RDR zoning district are identified in Title Section 20.16.060. As proposed, the project is designed below the allowable height for accessory structures (15 feet). The proposed fence and entry gate are located along the front property line. However, because the proposed development does not exceed 6 feet in height, it is not considered a structure and thus is not subject to setback requirements for accessory structures. This Amendment does not alter the site coverage approved with PLN110257.

Therefore, as proposed, the project conforms with the applicable development standards of the RDR zoning district.

g) Cultural Resources. According to County resources maps, the subject property is located within 750 feet of a known archaeological resource. Pursuant to Section 20.145.120.B.1 of the Coastal Implementation Plan, Part 3, an archaeological survey was previously prepared for the site. The report identified small quantities of shellfish and abalone found near the bluff, and a positive archaeological site located on an adjacent property. However, no evidence of cultural resources was found around the proposed construction site of the main residence. The proposed development is located within previously disturbed portions of the property. With the project being denied through this resolution, no ground disturbance will occur.

h) Public Comment. A member of the public submitted concerns regarding the proposed design and materials of the replacement fence, citing it being better suited for a subdivision or "upscale neighborhood," conflicting with the Big Sur Coast LUP's rustic character requirement, and impacting the character of the scenic corridor (Highway 1).

i) Land Use Advisory Committee (LUAC) Review. Based on the Board of Supervisors Guidelines, the project was not referred to the Big Sur LUAC. As a Minor & Trivial Amendment, the project does not warrant LUAC review because the project does not involve the granting of a Design Approval at a public hearing, the preparation of an Initial Study or Environmental Impact Report, or a lot line adjustment in the Coastal Zone, or a Variance. The public commentor's request for a public hearing does not independently warrant LUAC review.

j) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

3. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and/or use.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development.

b) The following technical reports were previously prepared for this property and are applicable to the proposed development:

- Archaeological Analysis and Testing (LIB110286) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 16, 2011
- Archaeological Analysis and Testing (LIB110287) prepared by Gary Breschini of Archaeological Consulting, Salinas, CA, June 21, 2010

Upon independent review, staff concurs with the conclusions of the report. There are no physical or environmental constrains that render the site physically unsuitable for the proposed project.

c) Staff conducted a site inspection on November 12, 2025, to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

4. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

a) The project was reviewed by HCD-Planning, HCD-Development Services, HCD-Environmental Services, CalFire (Big Sur), and the Environmental Health Bureau. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) Necessary facilities are provided. Denial of this Amendment would not alter these facilities. The Environmental Health Bureau has reviewed the project and made no comments.

c) Staff conducted a site inspection on November 12, 2025, to verify that the site is suitable for this use.

d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN110257 and PLN110257-AMD1.

5. FINDING: **NO VIOLATIONS –** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed County of Monterey HCD-Planning and HCD-Building Services records and is not aware of any violations existing on subject property.

b) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning found in Project File PLN110257 and PLN110257-AMD1.

6. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with section 30200 of the Public Resources Code) and Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

EVIDENCE:

a) Figure 2 – Shoreline Access Plan, Northern Section, of the Big Sur Coast LUP indicates that the subject property is in an area where public access is required (Priority 2 area). As detailed in the preceding Finding No. 2

and supporting evidence, Big Sur Coast LUP Chapter 3.2 and CIP section 20.145.030.B.3.b allow for private highway improvements like fences. Big Sur Coast LUP Policy 6.1.5.F.1 states, "Future land use planning shall be compatible to provide visual access. To this end, all new structures and ancillary facilities should be located outside of the public viewshed as defined in Chapter 3." Public Access policies (Chapter 6.1 of the Big Sur Coast LUP), specifically visual access policies, need to be taken into consideration when reviewing the proposed fence design. Visual Access is access for scenic viewing of the shoreline and/or ocean from either a vista point or public road, or trail. Section 20.145.150 of the Big Sur Coast CIP (Public Access Development Standards) states "[T]he protection of visual access should be emphasized …[and] Visual access shall be maintained by directing all future development out of the viewshed." The proposed replacement fence was designed to ensure existing ocean views (heavily filtered and screened by mature trees) will remain. Denial of this Amendment will retain the originally designed fence and gate, as approved and constructed, ensuring no change to the public viewshed.

b) Figure 3 – Trails Plan, North Section, of the Big Sur Coast LUP indicates that the subject property neither contains an inland trail corridor, a through coastal access corridor, public trail, private trail, access to Ventana Wilderness, nor is identified as an area for future public acquisition or a proposed trail.

c) Although the subject property is shown in an area where the applicable Local Coastal Program requires public access (Figure 2), no evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property. Additionally, denial of the proposed development will not alter the visual access from Highway 1 or any local viewshed locations.

d) Staff conducted a site inspection on November 12, 2025. No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

e) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257 and PLN110257-AMD1.

7. FINDING: **CEQA (Exempt)** – The project is exempt from environmental review, and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:

a) California Environmental Quality Act (CEQA) section 21080(b)(5) statutorily exempts projects that a public agency rejects or disapproves.

b) The project includes the construction of a replacement fence. The replacement fence was proposed to be in the same area as the existing fence and serve the same purpose. The Zoning Administrator disapproved this project.

c) No adverse environmental effects were identified during staff review of the development application or during a site visit on November 12, 2025.

d) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in project file PLN110257 and PLN110257-AMD1.

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8. FINDING: **APPEALABILITY –** The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: a) Board of Supervisors. Pursuant to Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20), an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) California Coastal Commission. Pursuant to Section 20.86.080.A of the Monterey County Zoning Ordinance (Title 20), the project is subject to appeal by/to the California Coastal Commission because it involves development between the first public road and the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the County of Monterey Zoning Administrator does hereby:

1) Find the decision to deny the project is subject to a Statutory Exemption pursuant to CEQA section 21080(b)(5); and
2) Deny a Minor and Trivial Amendment to a previously approved Combined Development Permit (PLN110257) that allowed the demolition of an existing 1,960 square foot one-story single family dwelling and 255 square foot guest unit and the construction of a 9,255 square foot two-story single family dwelling, new retaining walls and associated grading within 750 feet of an archaeological resource and within 50 feet of a coastal bluff and a Lot Line Adjustment to merge two parcels into one parcel. The Minor and Trivial Amendment, if approved, would have allowed replacing 53.5 feet of the existing wood fence and the main entrance gate with a stone wall and a dark bronze entrance gate.

All of which are in general conformance with the attached sketch**,** attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 9th day of April, 2026.

DocuSigned by:
Mike Novo
9D45DC210AC247C...

Mike Novo, AICP
Zoning Administrator

COPY OF THIS DECISION MAILED TO APPLICANT ON **4/10/26**

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

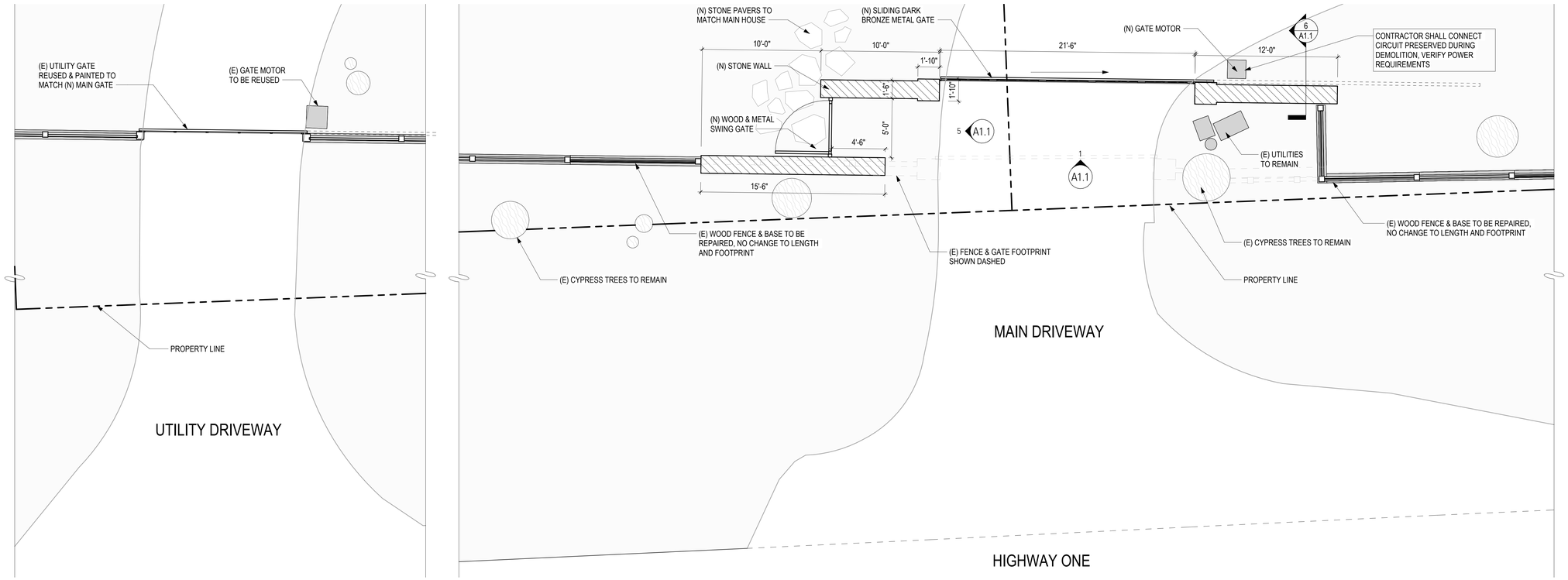
IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **4/20/26**

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER

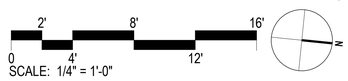
INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

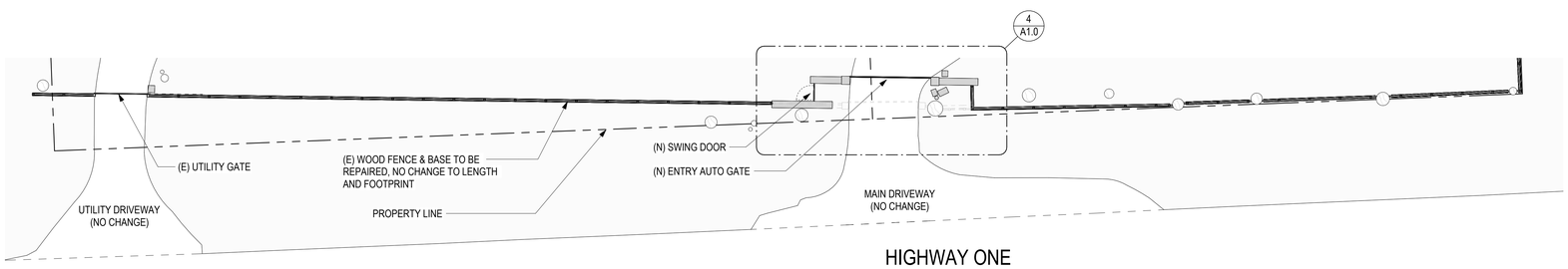
This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

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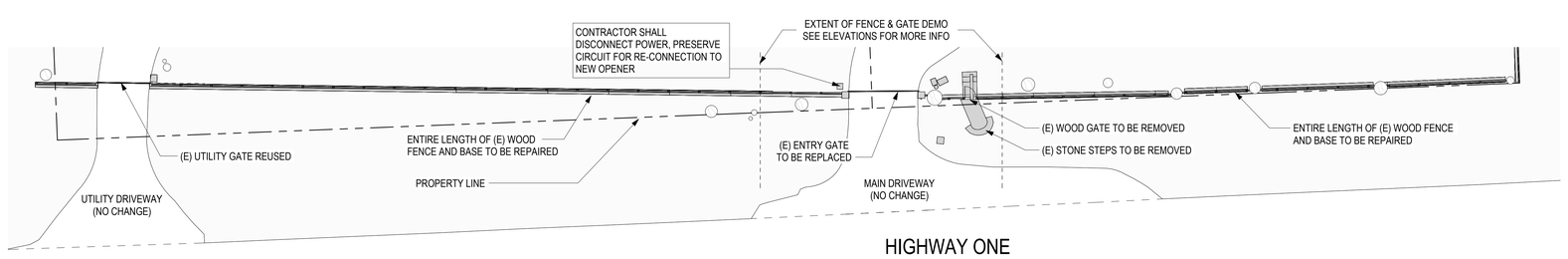


4 A1.0 ENTRY GATE & FENCE PLAN - PROPOSED
1/4" = 1'-0"





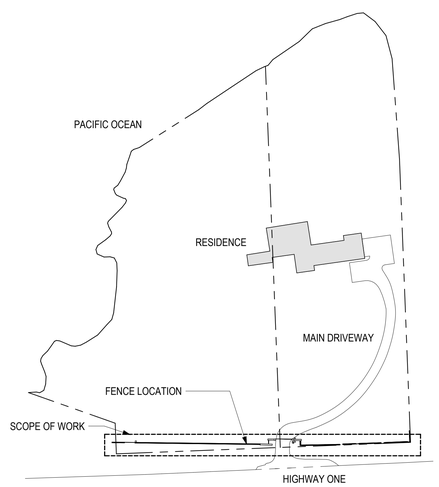
1 A1.0 ENTRY GATE & FENCE PLAN - OVERALL PROPOSED
1/16" = 1'-0"



3 A1.0 ENTRY GATE & FENCE PLAN - OVERALL EXISTING/DEMO
1/16" = 1'-0"

NOTES

1. SCOPE OF WORK TO INCLUDE:
   a. REPAIR AND REPLACEMENT OF (E) WOOD FENCE
   b. REPLACEMENT OF (E) SLIDING METAL GATE AT MAIN ENTRY
   c. ADDITION OF ASHLAR STONE WALLS TO EITHER SIDE OF (N) GATE
2. NO TREE REMOVAL PROPOSED



2 A1.0 CONTEXT PLAN
1" = 80'-0"

RICHARD BEARD ARCHITECTS
2475 THIRD STREET, STUDIO 252
SAN FRANCISCO, CALIFORNIA 94107
415-458-2600

ABALONE COVE
35986 CA-1, Monterey, CA 93940

APN#: 243-231-025 & 026

DRAWN BY JK
CHECKED BY ME
PROJECT NO 2404

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD No. C-12942 Dtm. 06-30-25 STATE OF CALIFORNIA

ENLARGED PLANS & SITE PLAN

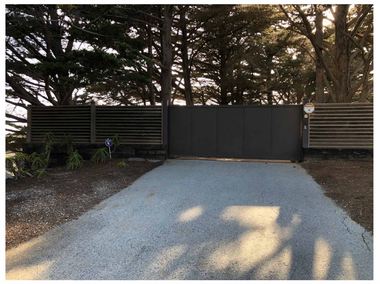
SCALE: As indicated
Project Status

A1.0

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EXISTING FENCE IMAGES

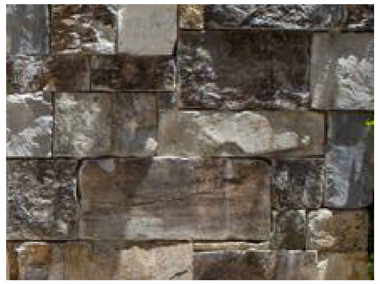

SECONDARY GATE

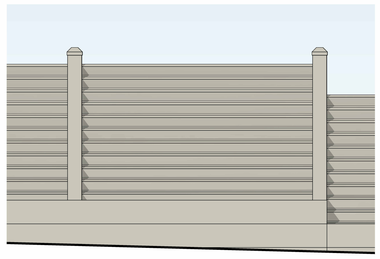

OVERALL FENCE


MAIN ENTRY GATE


ACCESS DOOR AT MAIN ENTRY GATE

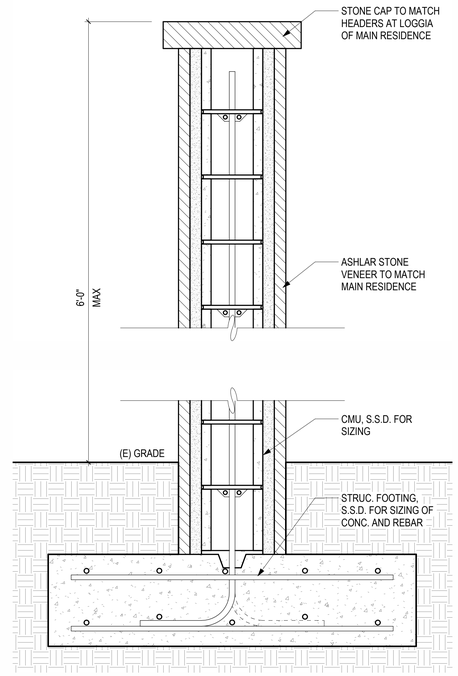
PROPOSED MATERIAL IMAGES


ASHLAR STONE TO MATCH RESIDENCE

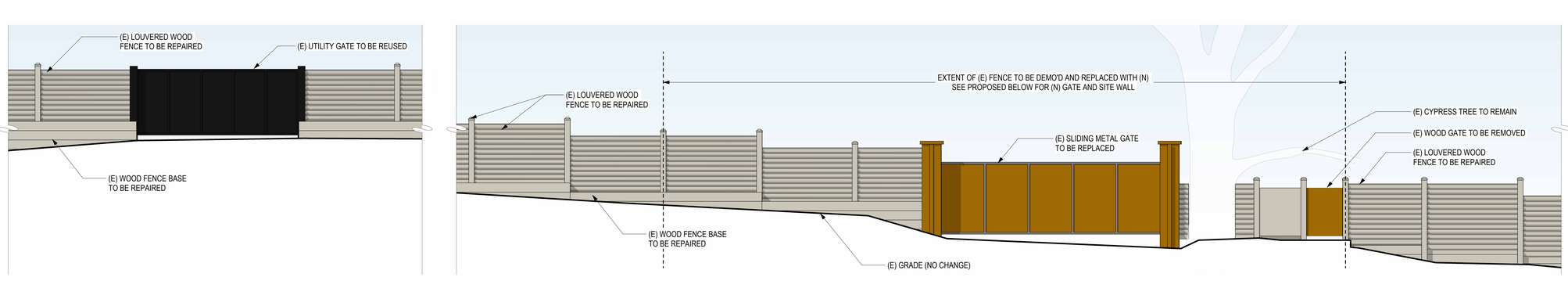

ALL WOOD STAINED AND ACID WASHED TO MATCH (E) FENCE


AGED BRONZE METAL TO MATCH DOORS & WINDOWS OF MAIN RESIDENCE


(E) WOOD FENCE

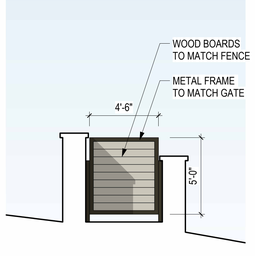


6 / A1.1 FENCE SECTION - PROPOSED
1 1/2" = 1'-0"

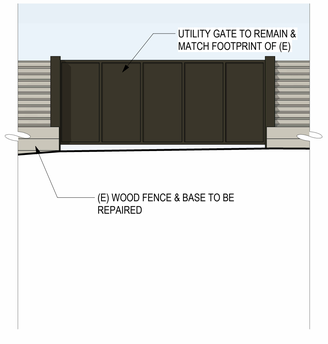


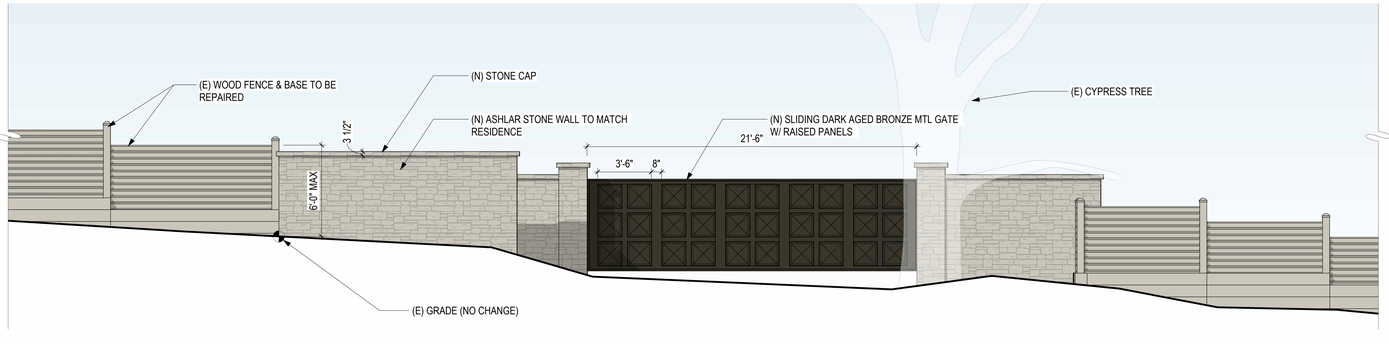
1 / A1.1 ENTRY GATE & FENCE ELEVATION - EXISTING / DEMO
1/4" = 1'-0"

2' 8' 16'
0 4' 12'
SCALE: 1/4" = 1'-0"



5 / A1.1 SIDE DOOR - PROPOSED
1/4" = 1'-0"





2 / A1.1 ENTRY GATE & FENCE ELEVATION - PROPOSED
1/4" = 1'-0"

2' 8' 16'
0 4' 12'
SCALE: 1/4" = 1'-0"

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RICHARD BEARD ARCHITECTS
2475 THIRD STREET, STUDIO 252
SAN FRANCISCO, CALIFORNIA 94107
415-458-2600

ABALONE COVE
35986 CA-1, Monterey, CA 93940

APN#: 243-231-025 & 026

DRAWN BY JK
CHECKED BY ME
PROJECT NO 2404

DATE	ISSUE
01.21.25	DA APPLICATION
03.24.25	CONSTR. PERMIT

LICENSED ARCHITECT RICHARD D. BEARD No. C-12042 Exp. 06-30-25 STATE OF CALIFORNIA

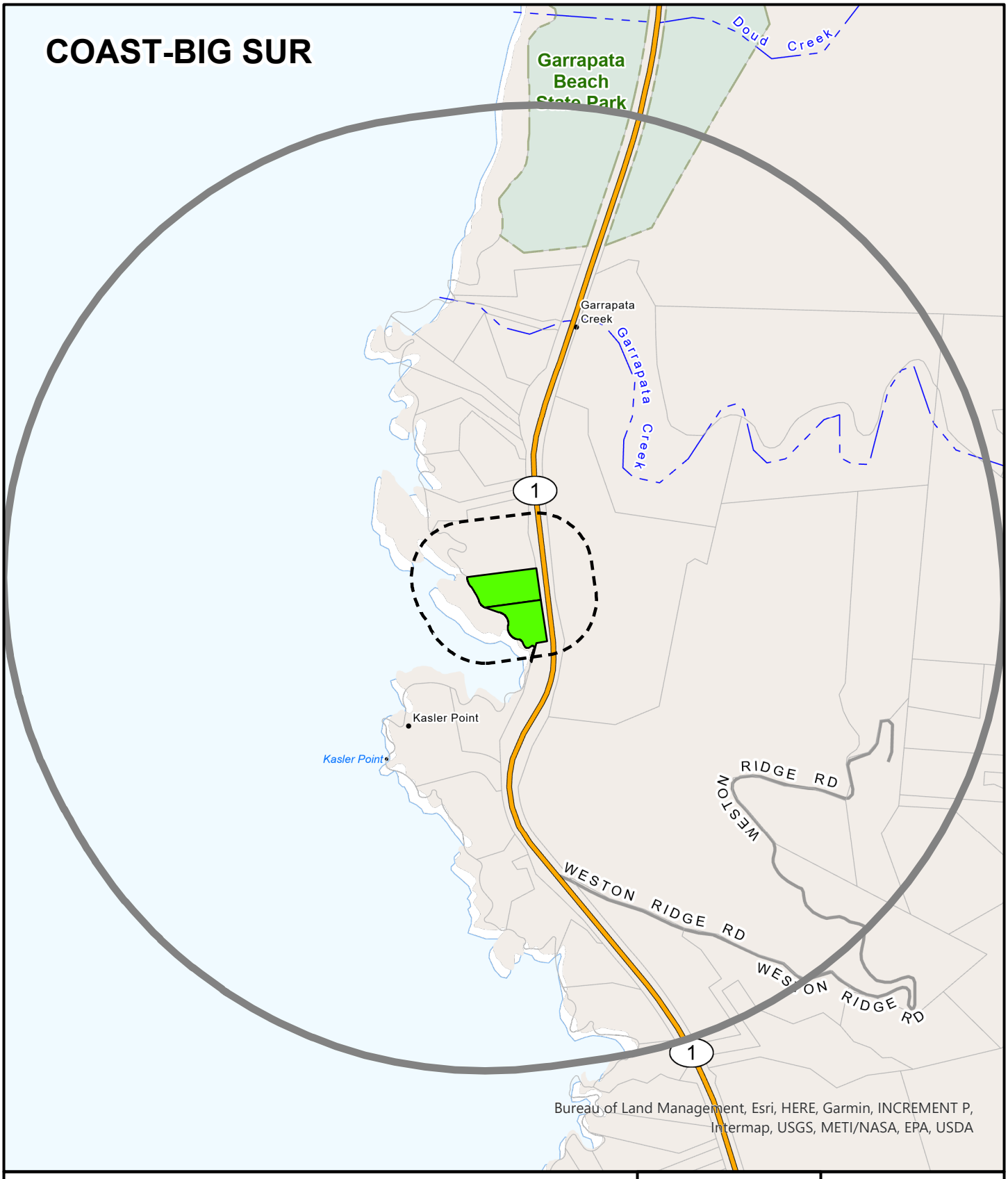
ELEVATIONS AND MATERIALS

SCALE: As indicated
Project Status

A1.1

Attachment D

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APPLICANT: BERLIN ANDREW T TR

APN: 243231025000,243231026000 **FILE #** PLN110257-AMD1

Project Site | 300 FT Buffer | 2500 FT Buffer

N

0 600

Feet

PLANNER: TAYLOR PRICI

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County of Monterey

Board Report

Legistar File Number: ORD 26-005

Item No.13

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/26/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

Introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

RECOMMENDATION:
It is recommended that the Board of Supervisors introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

SUMMARY:
Board Referral No. 2025.10 was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. This is an update on the referral process to date and the first hearing of the attached draft mandatory spay/neuter ordinance in the unincorporated areas of Monterey County as requested by the Board of Supervisors.

DISCUSSION:
Board Referral No. 2025.10 was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. Hitchcock Road Animal Services (HRAS) staff presented this Board Referral to the HRAS Board of Directors (the HRAS Board) on September 18, 2025, meeting. The HRAS Board briefly discussed the Referral and discussion related to having more information come back in the future. On September 30, 2025, staff presented to the County Board of Supervisors (the County Board) with intent to come back within 6-9 months.

At the November 20, 2025 meeting, staff presented the HRAS Board with information on spay/neuter ordinances in general, common industry understanding regarding the challenges that are found to impact the effectiveness of such ordinances as well as feedback from other California agencies with existing ordinances and their current 25/26 staffing and community challenges. The HRAS Board requested staff to bring this topic to the HRAS Advisory Committee for discussion and possible recommendations prior to discussing it themselves.

The HRAS Advisory Committee had this item on the January 8, 2026 regular meeting, February 12, 2026 special meeting and the March 12th regular meeting. The Advisory Committee received similar information as provided at the HRAS Board regarding. Robust public comment was received at each of these meetings including from members of the animal rescue community, City of Seaside Police Department (Chief Nick Borges and ACO Alex Kjellgren), SPCA for Monterey County (Director

Scott Delucchi), Santa Cruz Animal Services (current General Manager Amber Rowland) and SNIPbus (Owner Melanie Scherer and SNIP Board Member Lisa Sears).

At the March 12, 2026 meeting, the Advisory Committee voted 5-1 in support of a recommendation that highlighted the importance of spay/neuter but were not in support of an overall mandatory spay/neuter ordinance at this time, with noted resource concerns that influenced the recommendation. Instead, the Advisory Committee suggested other options to achieve the goals outlined in the referral. These included continuing to support opportunities for low cost spay/neuter opportunities, updating existing County ordinances related to kennels and females in heat, adding a requirement for spay/neuter for animals found roaming at large or otherwise impounded upon second incident to HRAS and to consider a community-based stray dog and cat management plan as outlined in the HRAS strategic plan.

On March 23rd, their recommendation was presented to the HRAS Board. The HRAS Board then held a special meeting on May 11th to further discuss and weigh in on the proposed ordinance drafted prior to presentation to the Board of Supervisors. The HRAS Board had brief discussion and agreed to move the draft forward as is with no other direction for staff. The HRAS Board of Directors remains available for future input as it relates to Animal Services operations should the Board of Supervisor's request it.

Attached is a draft mandatory spay/neuter ordinance provisions for dogs and cats for unincorporated Monterey County for the Board's review. This ordinance took into account the referral language: "A county spay and neuter ordinance would require most dogs and cats in unincorporated areas to be surgically sterilized, with reasonable exemptions for licensed breeders, working animals, and those with medical conditions."

Staff and legal counsel reviewed multiple ordinances throughout the state regarding best practices, including ordinances of the City of Seaside and the County of Santa Cruz. The SPCA for Monterey County provided feedback on the exemptions and the Sheriff's Department was provided with the same opportunity.

Lessons learned from the existing Rooster Keeping Ordinance were also taken into consideration, specifically, that the issuing of citations or creation of a new administrative process does not create compliance without adequate follow-up and management.

The draft ordinance:
Amendment to section 8.04.010 to insert the definitions of "spayed" and "neutered".
Amendment to section 8.08 to include "and Mandatory Spaying and Neutering".
Key provision: No person shall own, harbor or keep within the unincorporated area of the County, a dog or cat over the age of six months, which has not been spayed or neutered unless such person qualifies for an exemption.

Mandatory language used given the purpose of this ordinance to mandate owners spay/neuter their pets. Other examples use this term and "required" interchangeably.

This age was selected as a common age for requiring spay/neuter of cats and dogs. Santa Cruz requires 6 months as does the City of Seaside for dogs.

This does not include an unaltered animal certificate program. This ordinance requires compliance, a breeder/kennel permit or an exemption.

This does not include feral cats as defined in section 8.04.101. It is recommended to separately consider the adoption of a "community cat" related ordinance to address this population of animals when other ordinance updates are made.

Exemption provisions:
Dogs that have been deemed Potentially Dangerous or Vicious or dogs and cats that are repeat offenders of other title 8 sections do not qualify for an exemption.
Exemptions are included for law enforcement and search and rescue, dogs and cats certified by a veterinarian as having a health reason for not being spayed or neutered dogs and cats under current 8.12 County of Monterey permits and nonresidents or temporary visitors.

Enforcement and management:
HRAS will educate pet owners on this new ordinance and continue to provide all available resources for spay/neuter. When applicable, Animal Control Officers may issue citations. Follow up and management of this program and citations will be handled by support staff within HRAS.

Resource updates:
Staff remain concerned about the availability of resources, both internally and within the community, necessary to meet compliance standards and effectively address the issues outlined in this referral. Key challenges include the ongoing veterinary shortage that impacts our veterinary community, the rising economic pressures and housing challenges impacting residents, staffing limitations and the need for greater access to affordable and equitable spay/neuter opportunities.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s):
Goal 4: Deepen Organizational effectiveness and support long term sustainability.
It also supports the following of the ten essential public health services, specifically:
Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed this ordinance and has made some updates since the HRAS Board of Director review.

FINANCING:
There is no impact to the General Fund with this action at this time. Additional staffing for Field Services and related resources may be needed at a later time to address kennel/breeding permits and citation management.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This ordinance seeks to improve the health of animals in the community tying in the Well-being and

Quality of life.
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Draft Ordinance
Presentation

County of Monterey

Board Report

Legistar File Number: ORD 26-005

Item No.13

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/26/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

Introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

RECOMMENDATION:
It is recommended that the Board of Supervisors introduce, waive first reading, and set June 23, 2026 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

SUMMARY:
Board Referral No. 2025.10 was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. This is an update on the referral process to date and the first hearing of the attached draft mandatory spay/neuter ordinance in the unincorporated areas of Monterey County as requested by the Board of Supervisors.

DISCUSSION:
Board Referral No. 2025.10 was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. Hitchcock Road Animal Services (HRAS) staff presented this Board Referral to the HRAS Board of Directors (the HRAS Board) on September 18, 2025, meeting. The HRAS Board briefly discussed the Referral and discussion related to having more information come back in the future. On September 30, 2025, staff presented to the County Board of Supervisors (the County Board) with intent to come back within 6-9 months.

At the November 20, 2025 meeting, staff presented the HRAS Board with information on spay/neuter ordinances in general, common industry understanding regarding the challenges that are found to impact the effectiveness of such ordinances as well as feedback from other California agencies with existing ordinances and their current 25/26 staffing and community challenges. The HRAS Board requested staff to bring this topic to the HRAS Advisory Committee for discussion and possible recommendations prior to discussing it themselves.

The HRAS Advisory Committee had this item on the January 8, 2026 regular meeting, February 12, 2026 special meeting and the March 12th regular meeting. The Advisory Committee received similar information as provided at the HRAS Board regarding. Robust public comment was received at each of these meetings including from members of the animal rescue community, City of Seaside Police Department (Chief Nick Borges and ACO Alex Kjellgren), SPCA for Monterey County (Director

Scott Delucchi), Santa Cruz Animal Services (current General Manager Amber Rowland) and SNIPbus (Owner Melanie Scherer and SNIP Board Member Lisa Sears).

At the March 12, 2026 meeting, the Advisory Committee voted 5-1 in support of a recommendation that highlighted the importance of spay/neuter but were not in support of an overall mandatory spay/neuter ordinance at this time, with noted resource concerns that influenced the recommendation. Instead, the Advisory Committee suggested other options to achieve the goals outlined in the referral. These included continuing to support opportunities for low cost spay/neuter opportunities, updating existing County ordinances related to kennels and females in heat, adding a requirement for spay/neuter for animals found roaming at large or otherwise impounded upon second incident to HRAS and to consider a community-based stray dog and cat management plan as outlined in the HRAS strategic plan.

On March 23rd, their recommendation was presented to the HRAS Board. The HRAS Board then held a special meeting on May 11th to further discuss and weigh in on the proposed ordinance drafted prior to presentation to the Board of Supervisors. The HRAS Board had brief discussion and agreed to move the draft forward as is with no other direction for staff. The HRAS Board of Directors remains available for future input as it relates to Animal Services operations should the Board of Supervisor's request it.

Attached is a draft mandatory spay/neuter ordinance provisions for dogs and cats for unincorporated Monterey County for the Board's review. This ordinance took into account the referral language: "A county spay and neuter ordinance would require most dogs and cats in unincorporated areas to be surgically sterilized, with reasonable exemptions for licensed breeders, working animals, and those with medical conditions."

Staff and legal counsel reviewed multiple ordinances throughout the state regarding best practices, including ordinances of the City of Seaside and the County of Santa Cruz. The SPCA for Monterey County provided feedback on the exemptions and the Sheriff's Department was provided with the same opportunity.

Lessons learned from the existing Rooster Keeping Ordinance were also taken into consideration, specifically, that the issuing of citations or creation of a new administrative process does not create compliance without adequate follow-up and management.

The draft ordinance:
Amendment to section 8.04.010 to insert the definitions of "spayed" and "neutered".
Amendment to section 8.08 to include "and Mandatory Spaying and Neutering".
Key provision: No person shall own, harbor or keep within the unincorporated area of the County, a dog or cat over the age of six months, which has not been spayed or neutered unless such person qualifies for an exemption.

Mandatory language used given the purpose of this ordinance to mandate owners spay/neuter their pets. Other examples use this term and "required" interchangeably.

This age was selected as a common age for requiring spay/neuter of cats and dogs. Santa Cruz requires 6 months as does the City of Seaside for dogs.

This does not include an unaltered animal certificate program. This ordinance requires compliance, a breeder/kennel permit or an exemption.

This does not include feral cats as defined in section 8.04.101. It is recommended to separately consider the adoption of a "community cat" related ordinance to address this population of animals when other ordinance updates are made.

Exemption provisions:
Dogs that have been deemed Potentially Dangerous or Vicious or dogs and cats that are repeat offenders of other title 8 sections do not qualify for an exemption.
Exemptions are included for law enforcement and search and rescue, dogs and cats certified by a veterinarian as having a health reason for not being spayed or neutered dogs and cats under current 8.12 County of Monterey permits and nonresidents or temporary visitors.

Enforcement and management:
HRAS will educate pet owners on this new ordinance and continue to provide all available resources for spay/neuter. When applicable, Animal Control Officers may issue citations. Follow up and management of this program and citations will be handled by support staff within HRAS.

Resource updates:
Staff remain concerned about the availability of resources, both internally and within the community, necessary to meet compliance standards and effectively address the issues outlined in this referral. Key challenges include the ongoing veterinary shortage that impacts our veterinary community, the rising economic pressures and housing challenges impacting residents, staffing limitations and the need for greater access to affordable and equitable spay/neuter opportunities.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s):
Goal 4: Deepen Organizational effectiveness and support long term sustainability.
It also supports the following of the ten essential public health services, specifically:
Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed this ordinance and has made some updates since the HRAS Board of Director review.

FINANCING:
There is no impact to the General Fund with this action at this time. Additional staffing for Field Services and related resources may be needed at a later time to address kennel/breeding permits and citation management.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This ordinance seeks to improve the health of animals in the community tying in the Well-being and

Quality of life.
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Draft Ordinance
Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING CHAPTERS 8.04 AND 8.08 OF THE MONTEREY COUNTY CODE CONCERNING MANDATORY SPAY/NEUTER OF CATS AND DOGS

County Counsel Summary

This ordinance amends Chapters 8.04 and 8.08 of the Monterey County Code to require that all dogs and cats over the age of six months be spayed or neutered. The ordinance aims to promote responsible pet ownership in the unincorporated Monterey County and address the issue of pet overpopulation in our community by mandating spaying and neutering of dogs and cats, while allowing certain exemptions.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. The Board of Supervisors finds and declares that a program for mandatory spaying and neutering of dogs and cats kept within the unincorporated areas of Monterey County is a reasonable and effective means of reducing the populations of homeless or stray dogs and cats, reducing the need to humanely euthanize healthy dogs and cats, and providing for the health, safety and welfare of the public.

SECTION 2. Section 8.04.010 is hereby amended to insert the following sentences:

"Neutered" refers to the procedure performed by a licensed veterinarian on male animals, under anesthesia, to remove testicles to prevent breeding.

"Spayed" refers to the procedure performed by a licensed veterinarian on female animals, under anesthesia, to remove the ovaries and uterus to prevent breeding.

SECTION 3. Chapter 8.08 entitled "Vaccination, Vaccination Certificate, and License" is hereby amended to change its title as follows:

Chapter 8.08 - Vaccination, Vaccination Certificate, License, and Mandatory Spaying and Neutering.

SECTION 4. Section 8.08.060 is hereby added to the Monterey County Code to read as follows:

8.08.060 – Mandatory Spaying and Neutering.

A. No person shall own, harbor or keep within the unincorporated area of Monterey County, a dog or cat over the age of six months, which has not been spayed or neutered unless such person qualifies for an exemption as described in subsection (C) of this Section.

B. Dogs that have been deemed Potentially Dangerous or Vicious, or dogs and cats that are repeat offenders of other Title 8 sections of this Code do not qualify for an exemption as described in subsection (C) of this Section.

C. Exemptions: The following animals are exempt from the provisions of this Section and owners may be required to show appropriate supportive documentation to the Animal Control Officer if requested:

1. Dogs or cats documented as having been appropriately trained and currently being used by public law enforcement agencies for law enforcement activities, search and rescue, or service agencies that assist disabled persons.

2. Dogs and cats certified by a licensed veterinarian as having a health reason for not being spayed/neutered.

3. Dogs and cats residing in a kennel, boarding or pet shop holding a valid permit issued pursuant to Chapter 8.12.

4. Dogs or cats which are owned or kept and in the custody and control of a nonresident of the unincorporated area of the County, and who are temporarily visiting or traveling through the unincorporated area of Monterey County for a period of less than 30 consecutive days.

SECTION 5. SEVERABILITY. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED this _____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Wendy Root-Askew
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Chief Assistant County Counsel

Hitchcock Road Animal Services

Referral 2025.10 Update

Presented by:
Elsa Mendoza Jimenez,
Director of Health Services

Cindy Burnham,
HRAS Animal Services Administrator



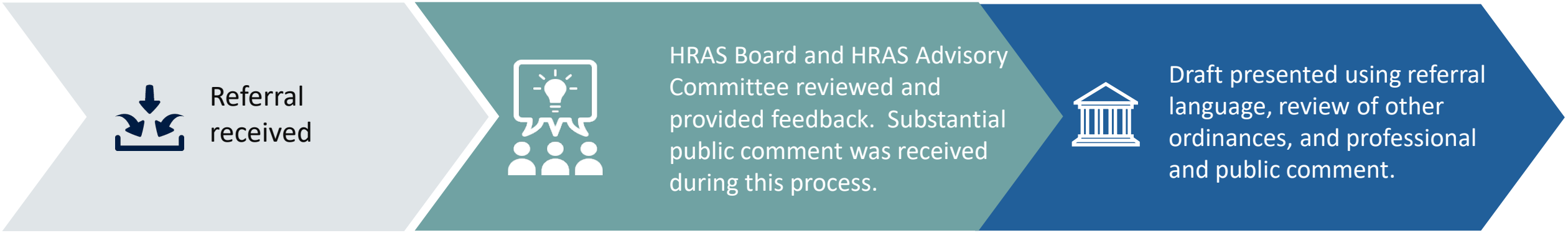
Title:

Introduce, waive first reading, and set June 23, 2026, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapters 8.04 and 8.08 of the Monterey County Code to require spaying and neutering of dogs and cats, while allowing certain exceptions.

Summary:

Board Referral No. 2025.10 was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025.This is an update on the referral process to date and the first hearing of the attached draft mandatory spay/neuter ordinance in the unincorporated areas of Monterey County as requested by the Board of Supervisors.

Timeline for Referral 2025.10



Referral Issued	HRAS Board	County BoS	HRAS Board	HRAS Advisory	HRAS Board	County BoS
August 2025	September 2025	September 2025	November 2025	January – March 2026	May 2026	June 2026

Draft Ordinance Key Elements

Amend 8.04.010 – defines “Spayed” and “Neutered”

Amend 8.08 – inserts “Mandatory Spaying and Neutering”

Key Provision

No person shall own, harbor or keep within the unincorporated area of the County, a dog or cat over the age of six months, which has not been spayed or neutered unless such person qualifies for an exemption.

- "Mandatory" is used given the purpose of ordinance to mandate compliance. (Noted in Santa Cruz, Seaside uses both words).
- Age: 6 months is a commonly used age in ordinances and practice. Note that in individual cases where 6 months might be too early for the procedure, there is an exemption for veterinarian certified health reasons.
- Does not include an "unaltered animal certificate" licensing process. Requires compliance, breeder/kennel permit or an exemption.
- Does not include feral cats as defined by MCC 8.04. Recommended to address separately in the adoption of a "Community Cat" related ordinance when other ordinances are updated.

Exemptions

1. Dogs or cats documented as having been appropriately trained and currently being used by public law enforcement agencies for law enforcement activities, including search and rescue or service agencies that assist disabled persons.
2. Dogs and cats certified by a licensed veterinarian as having a health reason for not being spayed or neutered.
3. Dogs and cats residing in a kennel, boarding or pet shop holding a valid permit issued pursuant to Chapter 8.12,
4. Dogs and cats which are owned or kept and, in the custody and control of a nonresident of the unincorporated area of the County and who are temporarily visiting or traveling through the unincorporated areas of Monterey County for a period of less than 30 consecutive days.

Note: Dogs that have been deemed Potentially Dangerous or Vicious OR dogs and cats that are repeat offenders of other Title 8 sections do not qualify for an exemption.

Enforcement and Management

HRAS will conduct a public awareness campaign to inform the public and pet owners of new ordinance and share available resources for spay/neuter services in the County.

Pet owners in the unincorporated County area will have the option to comply, receive a breeder's permit, or qualify for an exemption.

When applicable, HRAS may issue citations.

Potential barriers to success.

- **Continued veterinarian shortage** – Collaboration amongst all eligible agencies to make s/n services readily available is essential for making a meaningful impact.

- **Rising economic/housing pressures** – Places substantial financial cost on pet owners, disproportionately burdening lower-income communities.

- **Staffing Capacity** – Current and proposed staffing level and resources may not be sufficient for robust enforcement.

Consider adoption of ordinance set for:

June 23, 2026, at 10:30 am

Thank you



Draft spay/neuter ordinance provisions for unincorporated Monterey County as presented to HRAS JPA Board of Directors on May 11th, 2026.

The Health Department has worked with HRAS staff on the attached draft mandatory spay/neuter ordinance provisions for dogs and cats 6 months of age for unincorporated Monterey County and will include a revised version along with any JPA feedback and/or requested changes in the upcoming Board of Supervisor Referral update scheduled for June 9th.

NOTE: This attached draft includes provisions that may or may not be included in a draft ordinance as requires further review from County Counsel prior to the June 9th Board of Supervisor meeting. It is included here to provide the HRAS JPA Board an opportunity to weigh is as desired.

Some key notes on these draft provisions include:

i. Required for dogs and domestic cats over the age of 6 months in unincorporated MC only unless have an exemption.
ii. Creates an unaltered animal certification program.
iii. Enforced through the "Animal Control Officer" as defined in exiting MCC code.
iv. Does not specifically include feral or community cats. (Note: this should be addressed separately under a community cat ordinance and using experience with Salinas City Code 7-11(b)).
v. Provides typical exemptions for law enforcement, medical, permitted holders.
vi. The County of Santa Cruz current ordinance was used as a guiding model.

DRAFT spay/neuter ordinance provisions

Mandatory Spay/Neuter Ordinance for Dogs and Cats

Ordinance Number: [Insert Number]

Effective Date: [Insert Date]

Purpose:
The Board of Supervisors finds and declares that a program for mandatory spaying/neutering of cats and dogs combined with a certification system for unaltered cats and dogs owned, harbored, or kept within the unincorporated areas of Monterey County is a reasonable and effective means of reducing the population of homeless or stray cats and dogs, reducing the need to humanely euthanize healthy cats and dogs, and providing for the health, safety, and welfare of the public.

Section 1: Definitions

1. "Dog" means any dog (canis familiaris) of either sex, altered or unaltered; or any other member of the canis genus if owned, kept or harbored.(Same as 8.04.010).

2. "Cat" means a domesticated household cat female as well as male, neutered or not neutered. (same as 8.04.010)

3. Feral Cat means a non-domesticated cat (felis cactus) female as well as male that is not housed or cared for in any way. (same as 8.04.010)

4. “Owner” means any person who is the legal harborer, possessor or the actual custodian of an animal. Ownerships also established by a person registering as the owner on a license or other legal document. (same as 8.04.010)

5. “Spayed” refers to the procedure performed by a licensed veterinarian on female animals, under anesthesia, to remove the ovaried and uterus to prevent breeding. (new)

6. “Neutered” refers to the procedure performed by a licensed veterinarian on male animals, under anesthesia, to remove testicles to prevent breeding. (new)

7. “Unaltered animal certificate” means a written authorization, issued by the Animal Control Officer, giving permission to maintain an unaltered dog or cat. Fees for the certification shall be established by Board of Supervisors.(new)

8. "Animal Control Officer" means the Monterey County Health Officer, duly appointed deputies of the Monterey County Health Officer, or any Monterey County employee designated by the Monterey County Health Officer to enforce the provisions of this Title or a designee of the Animal Control Officer. (same as 8.04.010).

Section 2: Mandatory Spay/Neuter Requirements

1. No person shall own, harbor or keep within the unincorporated area of Monterey County, a dog or cat over the age of six months, which has not been spayed or neutered unless such person qualifies for an exemption or has an unaltered animal certificate.

2. Exemptions: The following animals are exempt from the provisions of this section and owners shall be required to show appropriate supportive documentation, as approved by the Animal Control Officer (same as 8.04.010):

1. Dogs or cats documented as having been appropriately trained and currently being used by public law enforcement agencies for law enforcement activities, search and rescue or service agencies that assist disabled persons.
2. Dogs and cats certified by a licensed veterinarian as having a health reason for not being spayed/neutered.
3. Dogs which are appropriately trained and actually being used for herding of other animals, or as livestock guardian dogs, or dogs designated as breeding stock by an appropriate agency or organization.
4. Dogs and cats currently included in a kennel, boarding or pet shop permit according to section 8.12.

Section 3: Unaltered Animal Certification

Unaltered animal certification—Administration.

(A) The Animal Control Officer shall administer a written certification program to allow for unaltered dogs and cats over the age of six months when the Animal Control Officer determines that the following conditions have been met:

(1) The dog or cat is examined annually by a licensed veterinarian and is following the preventative health care program recommended by the veterinarian;

(2) The Animal Control Officer has not received a complaint, signed under penalty of perjury, stating that the applicant, custodian, or licensee has allowed an unaltered dog or cat to run loose or escape, or has neglected it or another animal;

(3) The applicant or licensee has not been cited or had an animal impounded for violating a State law or local ordinance relating to the care and control of animals;

(4) A court or agency of appropriate jurisdiction has not determined that the dog or cat is a nuisance, or that the animal is a potentially dangerous or vicious animal under a State law or local ordinance;

(5) The animal is properly housed and cared for as follows:

(a) The animal is provided a sufficient quantity of wholesome food and fresh water;

(b) The animal is provided shelter that will allow the animal to stand up, turn around, and lie down without lying in their feces and the area where the animal is kept is properly cleaned and disinfected;

(c) If the animal is a dog, it must be fully contained on the owner's property and be provided appropriate exercise; and

(d) The animal owner otherwise complies with any applicable State law concerning the care and housing of animals;

(7) The dog for whom the unaltered animal certification is sought is currently licensed as required by 8.08.

(8) Another unaltered dog license held by the applicant has not been revoked; and

(9) The license application does not contain a material misrepresentation of fact.

(10) Any owner of an unspayed or unneutered dog or cat who has been cited for failing to obtain an unaltered animal certification shall have their citation dismissed if they are subsequently issued an unaltered animal certification, or if there is proof that the animal has been spayed or neutered within 60 days of the issuance of the citation.

(D) Any owner who is denied an unaltered animal certification or whose certification is revoked by the Animal Control Officer for failure to comply with the requirements of this section may appeal such denial or revocation as set forth in Chapter XXXX.

Section 4: Use of certification revenue.

(A) All certification revenue collected pursuant to this chapter, unless otherwise specified, shall be applied by the Animal Shelter as follows:

(1) To recover and/or offset the costs for the enforcement, administration, and support of this chapter; and

(2) To advance the purposes of this chapter by providing for the spaying and neutering of animals.

Section 5: Penalties for Non-Compliance.

1. Except as otherwise provided, any person violating or causing or permitting the violation of this chapter shall be deemed guilty of an infraction and shall be punished by a fine in accordance with XXXX.

2. Any person who has been cited for their first violation of MCC XXXX shall not be subject to a fine but may be ordered to comply with the requirements of said section.

Section 6: Implementation and Enforcement

1. The Animal Control Officer shall be responsible for the implementation and enforcement of this ordinance.

County of Monterey

Board Report

Legistar File Number: OBM 26-083

Item No.14

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 2/11/2026

Version: 1

Current Status: Referral Matrix and New Referrals

Matter Type: Other Board Matters

Referral Matrix and One New Referral

Monterey County Board of Supervisors

MEETING: **June 9, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in May 2026.	Pending
2	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing. **This referral was combined with 2026.07 on May 20, 2026, approved by Supervisor Church.**	**Combined with 2026.07**
3	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending
4	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
5	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
6	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
7	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
8	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted. **The referral was modified on April 14, 2026, by the referring supervisor to include District 1's budget from the last year and this year**	Pending
9	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
10	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
11	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
12	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending

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13	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
14	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
15	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026. Staff presented an update at the Board of Supervisors meeting on February 3, 2026, and were directed to continue work on amending the ordinance and make it available for public input in the near term. The Department staff are working with consultant to determine best process for conducting further analysis. Depending on complexity of work to be performed, the Department may seek Board approval to extend the agreement into Fiscal Year 2026-27.	Pending
16	2024.11	9/10/2024	Church	~~Health~~ HCD		~~Jimenez~~ Spencer	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in ~~October 2025~~ June 2026. Staff provided an update at the Board of Supervisor meeting on November 4, 2025, and based on this discussion and following dicussions with HCD, it has been determined that it makes most sense to pivot and enforce rooster keeping via land use policy and not County Code Chapter 8. Hitchcock Road Animal Services (HRSA) and County Housing and Community Development (HCD) staff are in dicussions regarding timing for an update to the Board on status. HCD is in the process of drafting an ordinance to add rooster keeping restrictions to the zoning ordinance. The ordinance must be reviewed by the Planning Commission before it can be adopted by the Board. Board consideration of the ordinance is anticipated in August of 2026.	Pending
17	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025. Approved but not implemented. This was completed. A "housing impact" section was added to the Board Report template. **Referral deemed complete by referring supervisor on May 20, 2026.**	**Complete**
18	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
19	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending

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20	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
21	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
22	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025. **Per BoS members, the referral will be on hold until the grant funding is fully utilized by next year and then staff will return to the Board for further consideration**.	**On hold**
23	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026. HRAS staff presented referral to the JPA Board of Directors and it was referred to the HRAS Advisory Committee meeting. The JPA Board of Directors will discuss Advisory Commitee recommednation and take action at a future meeting (May/June 2026). HRAS Staff will present date to be determined once the JPA's meeting schedule challenges are addressed. Staff will provide an update to the board on June 9, 2026.	Pending
24	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
25	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025. Staff expects to present the revised policy for Board consideration on June 2 2026.	Pending
26	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
27	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff provided a preliminary report to the Board on November 18, 2025. Direction was provided to prepare an ordinance for the regulation of BESS. Using Measure AA funding, HCD has negotiated a scope of work for consulting support to provide technical guidance and assist with completing an ordinance. A Community meeting was held in Prunedale on March 18, 2026 to get input on the scope and direction of the ordinance. Additional public meetings are planned, and a technical advisory committee is being formed. Ordinance completion is anticipated in early 2027.	Pending
28	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff provided a preliminary response to the Board on March 10, 2026.	Pending
30	2026.02	3/17/2026	Church/Lopez	PWFP		Ishii	Renaming of County of Monterey Agricultural Commissioner's Office	To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center. Staff will provide a preliminary response to the Board on April 14, 2026.	Pending
31	2026.04	4/14/2026	Askew	CAO/Counsel		Chiulos/Blitch	Consider Board action outlined in attached memo regarding immigration enforcement at the April 14th Board meeting.	This referral requests Board consideration of attached memo during the April 14th Board meeting outlining actions to better align our actual practices with our stated values regarding local interactions with federal immigration enforcement authorities. As part of the Truth Act hearing on January 27, 2026 the BOS directed a follow-up discussion be scheduled on April 14, 2026, so questions from members and the public could be addressed. The April 14 follow-up presents an opportunity for the Board to move beyond information-gathering and provide clear direction consistent with Monterey County's values, legal authority, and responsibility to the communities we serve. Staff will provide an update to the board on June 9, 2026.	Pending
32	2026.05	4/14/2026	Askew	Health		Jimenez	Request for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period	This referral requests that the Board of Supervisors to schedule time on the next available agenda to review the draft BHSA Integrated Plan and provide policy direction so staff have an opportunity to strengthen the final plan. And request consideration of attached memo outlining areas for policy consideration by the Board. The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June. Staff will provide a preliminary response on April 28, 2026, and were directed to continue to engage the community for comment on the draft integrated plan. Staff are scheduled to present the final integrated plan on June 16, 2026.	Pending
33	2026.06	4/14/2026	Askew	County Counsel/Sheriff		Blitch/Nieto	Superior Court Mandatory $15 Fee Resolution Modification	The purpose of this referral is to modify a Board of Supervisors Resolution 25-413 to allow discretion to the judges of the Monterey County Superior Court to impose a mandatory $15 fee pursuant to Penal Code Section 853.7a. A preliminary response was provided to the Board on May 12, 2026. County Counsel is to bring back to the Board an amendment resolution for consideration.	Pending
34	2026.07	4/28/2026	Church	HCD		Spencer	Multifamily Housing	The purpose of this referral is to develop an ordinance to accelerate housing development by establishing objective criteria for approval of ADUs, lot-splits under Senate Bill 9, and allow for duplexes, triplexes, and fourplexes in appropriate areas of the County. Staff will provide a preliminary response on June 9, 2026.	Pending
35	2026.08	4/28/2026	Daniels	PWFP/County Counsel	Ishii/Blitch		12-Month Moratorium on Parking at Bixby Bridge	The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location. Staff will provide a preliminary response on June 2, 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
36	2026.09	5/12/2026	Askew	CRO/Heatlh	Rodriguez/Jimenez		Designate Monterey County as a Sanctuary County for Transgender, Gender Queer, Non-Binary, Gender Fluid, and Intersex Individuals	The purpose of this referral is to adopt a resolution declaring the County of Monterey as a sanctuary county for transgender, gender queer, non-binary, gender fluid, and intersex individuals, thus affirming the right to live authentically and safely. Staff will provide a preliminary response on June 2, 2026.	Pending
37	2026.10	5/19/2026	Askew	PWFP	Ishii		G-146 Flag Policy Amendment – Pride Flag	This referral request that for the review and recommended updates to Board Policy G-146 related to ceremonial display of the Pride Flag to establish a consistent approach for recognizing Pride Month through flag display practices at County facilities and parks. Staff will provide a preliminary response on June 9, 2026.	Pending
38	2026.11	6/9/2026	Askew	HRD/Social Services	Pyper/Franks		CALPERS and Covered California Presentation	This referral requests an open-session presentation to the Board of Supervisors from CALPERS and Covered California regarding the impact of state and federal legislation on the commercial health insurance market, and the strategies being considered to manage the cost of commercial health insurance in Monterey County.	**New Pending Approval on 6/9/26**
								Completed by Executive Assistant on June 4, 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.11
Assignment Date: 6/09/26
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Wednesday prior to Board meeting:

Date: 6/02/2026	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: CALPERS and Covered California Presentation

Referral Purpose: Request an open-session presentation to the Board of Supervisors from CALPERS and Covered California regarding the impact of state and federal legislation on the commercial health insurance market, and the strategies being considered to manage the cost of commercial health insurance in Monterey County.

Brief Referral Description (attach additional sheet as required):
This referral requests an open-session presentation to the Board of Supervisors from CALPERS and Covered California regarding the impact of state and federal legislation on the commercial health insurance market, and the strategies being considered to manage the cost of commercial health insurance in Monterey County.

Health care costs are among the top list of economic worries for Americans, and that increasing health insurance premiums poses a serious financial concern for employers who offer health benefits and the individuals who rely on commercial health insurance.

CalPERS administers health benefits to more than 1.5 million public employees, retirees, and their dependents across the state - including thousands of public sector workers here in Monterey County. Covered California covers over 30,000 individuals in the tri-county region. CalPERS and Covered California rate-setting is based on geographic regions to reflect the varying costs of healthcare across the state.

This presentation from CALPERS and Covered California will provide important context to the Board of Supervisors and the public about the current and anticipated future status of the commercial health insurance market.

We recognize that there are differing perspectives about the cause of high healthcare rates in Monterey County. To be clear, this is not a request for a discussion about the OCHA study "An Investigative Study of Hospital Market Competition in Monterey County" or the California Hospital Association response, but rather an informational presentation about rate-setting realities that will impact commercially insured individuals in our region.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ **Land Use Policy** ☐ **Social Policy** **X** **Budget Policy** ☐ **Other: Facilities Use Policy**	☐ Memo ☐ **Board Report** **X Presentation** **Requested Response Timeline** ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: ☐ Specific Date:

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s)
Completed by CAO's Office:

Department(s): Human Resources/Social Services	Referral Lead: Andreas Pyper/Roderick Franks	Board Date: 06/09/26

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

County of Monterey

Board Report

Legistar File Number: OBM 26-084

Item No.15

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 2/11/2026
Version: 1

Current Status: CAO Comments
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-085

Item No.16

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 2/11/2026
Version: 1

Current Status: Board Comments
Matter Type: Other Board Matters

Board Comments

Introduced: 5/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with Monterey County Special Education Local Plan Area for reimbursement to the County of Monterey for the provision of mental services pursuant to a student's Individualized Education Plan, for a term of July 1, 2026 through June 30, 2027 for a total amount not to exceed $4,302,631;
b. Approve and authorize the Director of Health Services or designee to execute an Interagency Agreement, Exhibit A to the MOU, with Monterey County Special Education Local Plan Area for a term of July 1, 2026 through June 30, 2027;
c. Approve non-standard indemnification, limitation of liability, and insurance provisions to the MOU as recommended by the Director of Health Services; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments where the combined amendments do not exceed 10% ($430,263) of the original MOU amount and do not significantly change the scope of services, for a total not to exceed maximum of $4,732,894.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with Monterey County Special Education Local Plan Area for reimbursement to the County of Monterey for the provision of mental services pursuant to a student's Individualized Education Plan, for a term of July 1, 2026 through June 30, 2027 for a total amount not to exceed $4,302,631;
b. Approve and authorize the Director of Health Services or designee to execute an Interagency Agreement, Exhibit A to the MOU, with Monterey County Special Education Local Plan Area for a term of July 1, 2026 through June 30, 2027;
c. Approve non-standard indemnification, limitation of liability, and insurance provisions to the MOU as recommended by the Director of Health Services; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments where the combined amendments do not exceed 10% ($430,263) of the original MOU amount and do not significantly change the scope of services, for a total not to exceed maximum of $4,732,894.

SUMMARY:

The Behavioral Health Bureau seeks approval to renew Memorandum of Understanding (MOU) A-17387 with the Special Education Local Plan Area (SELPA) to continue providing mental health

and related support services to special education students served by SELPA member Local Education Agencies (LEAs). The current MOU expires on June 30, 2026. Under the MOU, the County provides Psychiatric Social Workers (Therapists), Home Alternatives to Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing services. SELPA reimburses the non-Federal Financial Participation (FFP) share of eligible mental health services and fully reimburses the County for HART, Residential Monitoring, and Residential Searching and Securing services.

DISCUSSION:
The Special Education Local Plan Area (SELPA) acknowledges that its member Local Education Agencies are mandated to provide students with free and appropriate public education (FAPE) including mental health services. For several years, SELPA has entered into an MOU with the County to deploy Psychiatric Social Workers (Therapist) to School Districts to provide an array of services, including individual and group counseling provided to a student; individual or group counseling provided to parents of special education students; consultation services offered to parents, students, teachers and other school personnel; and planning and implementing a program of psychological counseling for special education students and parents. In addition, the County provides services to SELPA that include Home Alternatives to Residential Treatment, Residential Monitoring, and Residential Searching and Securing.

SELPA agrees to pay the non-Federal Financial Participation (FFP) portion of the mental health service since County is reimbursed FFP directly by Department of Health Care Services; and reimburse the full cost of the provision of HART, Residential Monitoring, and Residential Searching and Securing. The current MOU A-17387 between SELPA and the County will expire on June 30, 2026, and we are seeking to renew the MOU.

The MOU template provides for mutual indemnification and limitation of liability. The MOU template provides that both County and Districts must meet coverage limits for professional liability and commercial general liability (CGL), and additional insured endorsements for commercial general liability, which coverage limits are at or above the requirements for the County's own service providers. The template further provides for the inclusion of professional liability and CGL coverage related to sexual misconduct.

This work supports one of the County of Monterey County Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively. Risk Management has not approved this Agreement due to non-standard insurance provisions.

FINANCING:

The costs of this agreement are funded by Special Education Local Plan Area reimbursement (SELPA 100%). The associated revenue and expenditures are included in the Health Department's Behavioral Health (HEA 012, Unit 8410) FY 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Jenny Pelagio, Management Analyst II, 837-7520
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Introduced: 5/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with Monterey County Special Education Local Plan Area for reimbursement to the County of Monterey for the provision of mental services pursuant to a student's Individualized Education Plan, for a term of July 1, 2026 through June 30, 2027 for a total amount not to exceed $4,302,631;
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c. Approve non-standard indemnification, limitation of liability, and insurance provisions to the MOU as recommended by the Director of Health Services; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments where the combined amendments do not exceed 10% ($430,263) of the original MOU amount and do not significantly change the scope of services, for a total not to exceed maximum of $4,732,894.

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b. Approve and authorize the Director of Health Services or designee to execute an Interagency Agreement, Exhibit A to the MOU, with Monterey County Special Education Local Plan Area for a term of July 1, 2026 through June 30, 2027;
c. Approve non-standard indemnification, limitation of liability, and insurance provisions to the MOU as recommended by the Director of Health Services; and
d. Approve and authorize the Director of Health Services or designee to execute up to three future amendments where the combined amendments do not exceed 10% ($430,263) of the original MOU amount and do not significantly change the scope of services, for a total not to exceed maximum of $4,732,894.

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SELPA agrees to pay the non-Federal Financial Participation (FFP) portion of the mental health service since County is reimbursed FFP directly by Department of Health Care Services; and reimburse the full cost of the provision of HART, Residential Monitoring, and Residential Searching and Securing. The current MOU A-17387 between SELPA and the County will expire on June 30, 2026, and we are seeking to renew the MOU.

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This work supports one of the County of Monterey County Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively. Risk Management has not approved this Agreement due to non-standard insurance provisions.

FINANCING:

The costs of this agreement are funded by Special Education Local Plan Area reimbursement (SELPA 100%). The associated revenue and expenditures are included in the Health Department's Behavioral Health (HEA 012, Unit 8410) FY 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared by: Jenny Pelagio, Management Analyst II, 837-7520
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONTEREY, ON BEHALF OF THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU AND THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA FOR MENTAL HEALTH SERVICES

This Memorandum of Understanding (MOU) is made and entered into between the Monterey County Special Education Local Plan Area (hereinafter SELPA), on behalf of its member Local Education Agencies (LEAs), and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter MCBH). SELPA, on behalf of its member LEAs, and MCBH collectively may be referred to as "the Parties."

WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally related mental health services mandated by AB 3632, and stated in doing so that "[t]his mandate is suspended;"

WHEREAS, AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities with LEAs;

WHEREAS, SELPA is authorized to obligate its member LEAs to the terms of this Memorandum of Understanding;

WHEREAS, SELPA acknowledges that the LEAs are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, Home Alternative to Residential Treatment services and residential placements (hereinafter Mental Health Services), pursuant to student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law;

WHEREAS, MCBH offers outpatient mental health services by qualified professionals; and

WHEREAS, SELPA requests that MCBH facilitate the provision of Mental Health Services to students of the LEAs within SELPA who are eligible and where such services provided by MCBH are deemed necessary in the IEP.

NOW, THEREFORE, it is agreed as follows:

1. MCBH agrees to provide Mental Health Services, Home Alternative Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing from **July 1, 2026** through and including **June 30, 2027** to students of the LEAs within SELPA pursuant to the guidelines set forth in the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, **2026-2027** (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree:

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A. **Mental Health Services**
MCBH shall provide Specialty Mental Health Services or medically necessary services to assess and treat severe mental health conditions (hereinafter Mental Health Services), which may include the following services pursuant to an IEP: individual and group counseling provided to a student; consultation services provided to parents/legal guardians, and school personnel; planning and implementing a program of mental health counseling for special education students; as well as all services described in Exhibit B. MCBH agrees to provide only Mental Health Services identified in a student's IEP at the frequency, location, and duration identified in the IEP. Moreover, as requested by the LEA, MCBH agrees to attend and participate in IEP team meetings related to the Mental Health Services rendered.

B. **Home Alternative to Residential Treatment (HART**)
MCBH shall subcontract the provision of HART services pursuant to an IEP.

C. **Residential Monitoring**
MCBH shall conduct at least one onsite monitoring visit during each school year to the out of home residential non-public school (NPS) at which the student is attending pursuant to an IEP. MCBH agrees to onsite monitoring which shall include, but not limited to, a review of services provided to the student, a review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable; observe the student during instruction time and walkthrough of the facility; and report findings resulting from the monitoring visit.

D. **Residential Searching and Securing**
MCBH shall, at the request of the LEA, assist with searching and securing appropriate residential placement facilities for up to 15 special education students identified by the student's LEA and IEP team as being in need of this specific level of service. Searching support will include researching potential facilities, contacting, and communicating with facilities on behalf of the LEA, and submitting application packets to facilities. LEAs will provide MCBH all required documentation for residential placement facility application packets. Securing support will include tracking facility denials and coordinating acceptance dates for admission to facilities. MCBH will NOT contract with residential placement facilities as part of Searching and Securing services within this agreement. The residential placement facility expenses will be the sole responsibility of the LEA. Should the number of special education students requiring searching and securing services exceed 15, SELPA will be invoiced for the additional services.

2. MCBH agrees to assign the time of Psychiatric Social Workers (PSW) known as MCBH Therapists per School District listed in Exhibit B to provide Mental Health Services to students in LEA Therapeutic Intervention Program (TIP) classes, and to provide Residential Monitoring for students in out of home care. The MCBH Therapist shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice.

3. SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to a total maximum amount not to exceed **$4,302,631.00.** To offset the total cost to SELPA, MCBH shall seek

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Medi-Cal reimbursement for Mental Health Services and HART services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

Services	Estimated Amount
Mental Health Services	$3,788,612.00
HART	$461,101.00
Residential Monitoring	$32,300.00
Residential Searching and Securing	$20,618.00
Total	**$4,302,631.00**

4. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for HART, Residential Monitoring, and Residential Searching and Securing as identified in Exhibit B.

5. In the event that the total service costs provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such costs, SELPA will reimburse MCBH the amount due and will seek reimbursement from the student's LEA of residence.

6. MCBH shall not be responsible for any costs related to transportation and travel of the student and the student's parents to and from any and all Mental Health Services, including residential placement, as specified in the IEP.

7. Invoicing: MCBH shall submit to SELPA a monthly invoice for Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing that includes the total cost per service provision in accordance with the billing structure and payment rate identified in Exhibit B.

8. Records: MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

Report #	Reporting Period	Due to MCOE
1	July 1, 2026 – September 30, 2026	October 31, 2026
2	October 1, 2026 – December 31, 2026	January 31, 2027
3	January 1, 2027 – March 31, 2027	April 30, 2027
4	April 1, 2027 – June 30, 2027	July 31, 2027

The records will include the following data for each student: the school district of residence, and the Service Function Codes (SFC) of the services provided as described in the student's IEP. Exhibit B identifies the CALPADS code that aligns with the SFC. The report will also include the units of service, the student's name, date of birth, provider name, date(s) of service, unit/minutes/mode, and SFC in sufficient detail to enable SELPA to establish a link between the services provided and the individual student's IEP. MCBH is responsible for maintaining all required documentation in accordance with current practice for audit

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purposes.

9. Final Accounting: A statement of actual costs, inclusive of supporting accounting documentation, will be submitted within ninety (90) days of the expiration of this Memorandum of Understanding. The statement will reflect actual costs incurred for the entire fiscal year.

10. Condition Precedent: This Memorandum of Understanding shall not be effective unless and until each of the Parties execute this Memorandum of Understanding through their respective agency procedures.

11. Audit: SELPA auditors will have access to MCBH records supportive of claims filed related to Mental Health Services provided by MCBH pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. MCBH will be responsible for the costs resulting from any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year **2026-2027** regarding services provided by MCBH that are not Mental Health Services or services provided by MCBH that are not described in a student's IEP. SELPA will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year **2026-2027** which are the responsibility of SELPA. In the event of the need for an audit appeal, MCBH and SELPA will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.

12. Referrals and Assessment Reports: MCBH and SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as provided in the attached Interagency Agreement (Exhibit A).

13. Supervision of Clinical Staff: MCBH shall designate a MCBH Unit Supervisor to provide ongoing clinical supervision for MCBH Therapists and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Therapist shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH agrees to provide onsite clinical supervision on bi-monthly basis within the district where services are provided to ensure appropriate administrative and clinical oversight.

The MCBH Therapist's direct supervisor shall be a MCBH Unit Supervisor who reports directly to the MCBH Behavioral Health Services Manager. The MCBH Unit Supervisor's duties include, but are not limited to:

- Clinical supervision and completion of performance evaluations of MCBH Therapists;
- Coordinate and assign referrals, and oversee scheduled work hours;
- Ensure coverage of services in the event of the unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.

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14. MCBH and each District Special Education Director or designee agree to meet on a monthly basis beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by MCBH.

15. The District will assign a District Special Education Director or designee to serve as a point of contact for MCBH for any and all issues or concerns that arise regarding delivery of services by the MCBH associated with this MOU and will stay involved in resolving any issues or concerns related to the delivery of MCBH services

16. Interagency Agreement (Exhibit A): SELPA and MCBH agree that the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, **2026-2027** is an integral part of this Memorandum of Understanding and further agree that in the event of a conflict between the Memorandum of Understanding and the Interagency Agreement, the Interagency Agreement shall prevail.

17. Privacy: MCBH and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109; student records under the Family Educational Rights and Privacy Act (FERPA); Section 1232g of Title 20 of the United States Code; and under provisions of California law relating to privacy. MCBH and SELPA shall ensure that all activities undertaken under this Memorandum of Understanding will conform to the requirements of these laws to the extent they are applicable.

18. Indemnification: General.
    Except as expressly provided below in Section 19, SELPA shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by SELPA and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the County. SELPA shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which SELPA is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

    Except as expressly provided below in Section 19, County shall indemnify, defend, and hold harmless SELPA and its member LEAs, their officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by County and/or its agents, members, employees, or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by SELPA and its member LEAs. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for SELPA and its member LEAs. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA or its members LEAs with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless

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SELPA and its member LEAs under this Memorandum of Understanding.

19. Indemnification: Due Process Claims.
LEAs shall defend, indemnify and hold harmless the County from all due process claims filed by parents on behalf of their children with respect to any and all claims arising out of this MOU and/or the assessment and determination of whether or not to provide treatment or Mental Health Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Mental Health Services. In the event, however, that an LEA becomes party to administrative or judicial litigation involving Mental Health Services subject to this Agreement, the County agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation and such proceedings, meeting with LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

20. Limitation of Liability.
Each party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the party's required insurance coverage, as stated within Exhibit C and Exhibit D, respectively, copies of which are attached hereto and incorporated herein by this reference.

21. Insurance:
    A. MCBH's Insurance. The County of Monterey shall secure and maintain the insurance coverage or self-insurance described in Exhibit C.
    B. SELPA's and Each of SELPA's Member LEAs' Insurance. SELPA and each of its member LEAs shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

22. Laws and Venue: This Memorandum of Understanding shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Memorandum of Understanding, the action shall be brought in a state court situated in the County of Monterey, State of California, unless otherwise specifically provided for under California law.

23. Third Party Rights: Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than SELPA, MCBH, and LEAs.

24. Severability: The unenforceability, invalidity, or illegality of any provision(s) of this Memorandum of Understanding shall not render the other provisions unenforceable, invalid, or illegal.

25. Term: This Memorandum of Understanding shall cover the period of **July 1, 2026**, through and including **June 30, 2027**. This Memorandum of Understanding shall terminate as of the close of business on **June 30, 2027**. However, prior to **May 1, 2027**, this Memorandum of

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Understanding may be extended by the parties' mutual written consent for any reason.

26. Dispute Resolution: MCBH and SELPA agree that the Interagency Agreement Dispute Resolution described in Exhibit A to this Memorandum of Understanding shall be used to address disputes on the implementation of the Memorandum of Understanding, as well as disputes arising under the Interagency Agreement.

27. Integration: This Memorandum of Understanding, including Exhibits A and B, represents the entire understanding of SELPA and MCBH as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein. This Memorandum of Understanding may not be modified or altered except in writing signed by both parties hereto. This is an integrated Memorandum of Understanding.

28. Signatories: The signatories of this Memorandum of Understanding or their designee shall be responsible for assuring the Memorandum of Understanding is implemented. Neither party shall be deemed to be in default of the terms of this Memorandum of Understanding if either party is prevented from performing the terms of this Memorandum of Understanding by causes beyond its control, including, but not limited to, acts of God; changes in any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Memorandum of Understanding. Neither party shall be liable for any excess costs if the failure to perform this Memorandum of Understanding arises from any of the contingencies listed above.

(The remainder of this page is intentionally left blank)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Monterey, State of California. This Memorandum of Understanding is effective **July 1, 2026,** by and between the undersigned parties.

COUNTY OF MONTEREY:

By: _____
Elsa M. Jimenez, Director of Health Services

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: kevin Serrano
CF464EA4829E4B5...
Office of County Counsel

Date: 5/8/2026 | 5:59 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz
E79EF04E57454F6...
Auditor/Controller's Office

Date: 5/11/2026 | 7:21 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: _____
Risk Management

Date: _____

MONTEREY COUNTY SELPA EDUCATION LOCAL PLAN AREA:

By: DocuSigned by: Kenyon Hopkins
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Kenyon Hopkins, Executive Director

Date: 5/4/2026 | 3:46 PM PDT

By: DocuSigned by: Melissa Alderman
5FDBC50EEC4045B...
Executive Committee Chair

Date: 5/4/2026 | 3:49 PM PDT

By: Signed by: Colleen Stanley
A6B4F0C26DB2470...
Colleen Stanley Ed.D, Chief Business Official

Date: 5/6/2026 | 8:42 AM PDT

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INTERAGENCY AGREEMENT
BETWEEN

THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

AND

THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU (MCBH)

2026 – 2027

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On October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for Educationally Related Mental Health Services (ERMHS) or an evaluation conducted to determine a student's mental health needs and whether mental health services are required for the student to benefit from their educational program, mandated by AB 3632 and stated in doing so that "[t]his mandate is suspended." AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities (AB 114 Services) with LEAs.

Monterey County Special Education Local Plan Area (SELPA) acknowledges that the Local Education Agencies (LEAs) are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including Mental Health Services, pursuant to a student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law. SELPA is authorized to obligate its member LEAs to the terms of this Agreement.

County of Monterey Health Department, Behavioral Health Bureau (MCBH) offers outpatient Mental Health Services or medically necessary services to assess and treat severe mental health conditions (hereinafter Mental Health Services), by qualified professionals at its current publicized rates. SELPA requests that MCBH facilitate the provisions of these Mental Health Services to students of the LEAs within SELPA who are eligible and where such services are deemed necessary in the IEP.

This Agreement defines the roles and responsibilities of SELPA, on behalf of its member LEAs, and MCBH in the provision of special education and related services to school-age individuals residing in Monterey County. Individuals referred to MCBH must be suspected of needing related services provided by MCBH. Special education and related services covered under the terms of this Agreement shall be at no cost to the parent or legal guardian of the student being served, though MCBH may bill appropriate payors (e.g. Medi-Cal) for mental health services rendered to qualifying individuals.

A primary goal of this Agreement is to ensure that necessary special education and related services are provided to qualifying individuals with special needs in an efficient manner through joint planning, cooperative service delivery, and the judicious use of resources in accordance with applicable federal and state laws and regulations.

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Administration	
The SELPA, LEAs, and MCBH shall designate and identify liaison persons to administer and facilitate implementation of this Agreement. All parties to the Agreement shall engage in administrative activities designed to support implementation of the Agreement.	
SELPA/LEAs	MCBH
A. The SELPA Executive Director and the LEA Special Education administrators shall be the liaisons for facilitating interactions with MCBH.	A. A Behavioral Health Services Manager shall be the liaison for facilitating interactions with LEAs and the SELPA.
B. The SELPA Executive Director shall invite MCBH representatives to two meetings of the SELPA Director's Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.	B. MCBH representatives shall annually attend at least two meetings of the SELPA Director's Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.
C. Shall annually identify staff development activities for mutual participation.	C. Shall annually identify staff development activities for mutual participation.
D. Shall identify the continuum of placement options in the SELPA Procedural Handbook.	D. Shall assure that a range of Mental Health Services including school-based counseling, outpatient counseling, social work services and residential treatment is available to referred students needing these services. MCBH services will be provided as outlined in the *Service Delivery* section of this Agreement.
E. N/A	E. For students whose parents do not speak English, and upon request of a parent, shall provide translation from English to parent's primary language of all written correspondence, assessment reports, and treatment summaries, unless not feasible. Versions in both English and parent's primary language shall be forwarded to the IEP team.
F. Designated SELPA/LEA agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process with electricity, appropriate lighting, at a reasonable temperature, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the implementation of mental health supports provided by	F. N/A

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MCBH Therapist(s).	
G. Designated SELPA/LEA and MCBH staff shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.	G. Designated SELPA/LEA and MCBH Service Manager shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.

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Release and Exchange of Information	
The parent/legal guardian of an individual with special needs has the right to authorize that all relevant information needed by the LEA, the SELPA, and MCBH be provided and available to the agencies for the purposes of assessment and the determination of an appropriate program and related services under provisions of law, including but not limited to, the Individuals with Disabilities Education Act and E.C. § 56515(c)(1). This right shall transfer to the special needs individual at the age of majority, which is eighteen (18) years of age E.C. § 56515(c)(2). MCBH shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) and obtain required authorization for use, exchange, and/or disclosure of confidential information.	
LEAs	MCBH
A. Shall obtain written parent/legal guardian to exchange information with MCBH for purposes of referral and provision of services covered by this Agreement. Such authorization shall be in accordance with federal and state laws related to confidentiality of student records.	A. Shall obtain required authorization for use, exchange, and/or disclosure of confidential information.

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Referral	
An IEP team may refer a student who has been determined to be an individual with exceptional needs (IWEN) or who is suspected of being an IWEN, as defined in E.C. § 56026, and is also suspected of needing related services provided by MCBH when the criteria outlined below are met. The identified procedures outline how a referral is initiated. **Processes outlined in this section are not designed for use in responding to psychiatric emergencies or behavioral health-related situations requiring immediate response**.	
LEAs	MCBH
A. For students who are already eligible for Special Education, the instructional team shall identify the possible need for a referral to MCBH.	A. N/A
B. The Case Manager and School Psychologist shall: 1. Notify the LEA's identified Special Education administrator. 2. Schedule and convene an IEP team meeting (supplemental, annual, or reassessment, as appropriate) to determine if a referral is indicated.	B. N/A
C. If the IEP team determines that a referral to MCBH is needed, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for informed consent: 1. A Notice of Referral for Reassessment and Proposed Action (NC 2B). 2. An Assessment Plan (NC 3). 3. A Parent Consent to Release/Exchange Information form (NC 9) as needed and required by law. 4. Parent Guide to MCBH Services.	C. N/A
D. Following completion of items in C above, the Case Manager and School Psychologist shall compile and forward to the LEA Special Education administrator a hard-copy packet to include: 1. A completed referral to MCBH Services (RE 7), labeled "MCBH Referral". 2. The most current psycho-educational and other relevant reports to SIRAS file. 3. Completed copies of the Notice of Referral for Reassessment and Proposed Action (NC 2B), the	D. N/A

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consented Assessment Plan (NC 3), and any required Parent Consent to Release/Exchange Information (NC 9) forms with parent/legal guardian signature. 4. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting **no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days** from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's/legal guardian's written consent for assessment, unless the parent/legal guardian agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. The IEP, however, shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 30 days or less prior to the end of the regular school year (E.C. § 56344(a)). .	
E. The identified LEA Special Education administrator shall: 1. Review the submitted MCBH Referral Packet to ensure that all documents as described in D above have been accurately and adequately addressed and completed. 2. Scan and attach the MCBH Referral Packet to the student's SIRAS file. 3. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student in SIRAS. 4. Notify MCBH of the referral via email to: 415Education@countyofmonterey.gov (using SSID only) **within five (5)**	E. N/A

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working days of the LEA's receipt of parent/legal guardian consent for the MCBH assessment. LEA Special Education administrator shall copy the assigned School Psychologist and LEA Case Manager on email notification.	
F. Students who are being assessed for initial eligibility for Special Education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, the identified LEA Special Education administrator shall: 1. Complete a Request for Specialist Assistance (RE3A) for MCBH to conduct a screening to determine if a concurrent assessment is required, and within five (5) working days of the LEA's determination of need and submit to: 415Education@countyofmonterey.gov. 2. If MCBH notifies that a full concurrent assessment is necessary for the student, the LEA shall complete the Request for Specialist Assessment (RE3B) 3. The MCBH Referral Packet is compiled and submitted following the steps outlined above with the exception of current psycho-educational assessments. A copy of the Notice of Referral for Special Education and Proposed Action and results of preliminary psycho-educational assessments, however, including those conducted by school personnel in accordance with E.C. § 56320, to the extent they are available, should be included. A telephone consultation between the LEA Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral, whenever possible.	F. Students who are being assessed for initial eligibility for Special Education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, MCBH shall: 1. MCBH shall use the Youth Screening Tool for Medi-Cal Health Mental Services (Appendix C) to complete a screening within fifteen (15) working days to determine if a concurrent assessment is required and MCBH shall inform the LEA of the outcome of the screening.
G. Students who are currently enrolled in a Therapeutic Intervention Program (TIP) and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may	G. N/A

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not require additional assessment to determine the provision of mental health as a related service. If the student is currently receiving services for social/emotional needs, the MCBH Referral Packet is compiled and submitted following the steps outlined above with the exception of completion of a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3). A telephone consultation between the LEA Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral. A copy of the results of psycho educational assessments conducted by school personnel in accordance with E.C. § 56320 should be included in the MCBH Referral Packet. If an assessment to determine social/emotional needs has not been recently conducted, an assessment by MCBH will be required. If the student will not require assessment to determine the areas of need, the IEP meeting notice to initiate services provided by MCBH should indicate a meeting date within 30 days.	

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Assessment Process	
Assessments will be conducted by qualified, knowledgeable MCBH personnel using test instruments validated for the purpose for which they are used and shall assess individuals suspected of or identified with special needs in all areas of suspected disability. No single test shall be used as the sole criteria for determining an appropriate educational program. Tests shall be administered in a student's primary language or other mode of communication required to meet linguistic or non-verbal communication needs. These and all other assessment requirements shall be followed in accordance with the E.C. § 56320 and applicable federal and state law. MCBH shall conduct an assessment for all referred students for the purpose of identifying specific social/emotional needs and developing recommendations regarding goals, supports, strategies, and interventions that the student may require.	
LEAs	MCBH
A. N/A	A. Shall **immediately** verify receipt of the referral via email to the Special Education administrator of the LEA and verify the IEP date or request a new date, if necessary. Shall, **within five (5) working days** of receipt of a MCBH Referral Packet, notify the Special Education administrator of any additional information needed by MCBH in order to conduct the assessment.
B. N/A C. If a student, aged 17 and younger, does not consent to Mental Health Services, LEAs will work with MCBH to provide sufficient information to complete an	B. Shall complete the assessment prior to the scheduled IEP team meeting unless the LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing or student refuses to participate in the assessment (as detailed below). At a minimum, the assessment shall include a review of the MCBH Referral Packet, an observation of the student within the educational setting, completion of the Youth Screening Tool for Medi-Cal Mental Health Services (Appendix C), interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it.Additional assessment will be conducted as determined necessary by the assessor and in consultation with the School Psychologist. C. If a student, aged 17 and younger, does not consent to Mental Health Services, MCBH will complete an ERMHS assessment. MCBH shall not provide any Mental

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ERMHS assessment.	Health Services without appropriate consent.
D. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.	C. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.
E. Upon notification from MCBH of the inability to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, LEA designee shall make contact with the parent/legal guardian and inform MCBH of the outcome.	D. If MCBH is not able to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, MCBH will notify the Special Education Director, LEA Case Manager and School Psychologist via email to request assistance. MCBH will document all attempts to contact student's parent/legal guardian in "Record Contact Attempt" within open Meeting in SIRAS.

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Individualized Education Program (IEP)	
Upon completion of the assessment by MCBH, an IEP team meeting shall be convened on the date previously scheduled. For annual IEP reviews, triennial assessments and reviews, and IEP amendments, IEP team meetings shall be convened on dates and at times mutually agreed upon by all parties.	
LEAs	MCBH
A. Shall convene an IEP team meeting in accordance with legal timelines (E.C. § 56344(a)) and as previously scheduled (initials only) or mutually agreed upon by all parties.	A. N/A
B. Shall ensure that all required members of the IEP team are in attendance, after being given at least ten (10) working days prior notice for non-emergency meetings, at the scheduled meeting unless the parent/legal guardian and the LEA agree, in writing (NC 7), that the attendance of the member is not necessary because the member's area of the curriculum or related service is not being modified or discussed, or that the member's area of curriculum or related service is being addressed but the member will submit written input to the parent and the IEP team prior to the meeting (E.C. § 56341(d) and (g)).	B. Shall send a representative to attend the meeting unless excused in writing by the parent and the LEA. The representative must be able to interpret assessment results. If an assessment has been conducted and the parent/legal guardian disagrees with the assessor's related service recommendations, MCBH will provide the parent/legal guardian with written notification that they may require the assessor to attend the IEP team meeting to discuss the recommendation. The assessor shall attend the meeting if requested to do so by the parent/legal guardian.
C. Shall ensure completion of the following portions of the IEP, following discussion at the IEP team meeting, as they relate to services provided by MCBH: 1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)). 2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved (E.C. § 56345(a)(2)). 3. Description of the manner in which the progress of the student toward meeting the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Each LEA shall provide grading period	C. Shall complete and bring a draft copy to the IEP meeting of the following portions of the IEP as they relate to services provided by MCBH: 1. Description of the student's present levels of social and emotional performance. 2. Goals and objectives related to the student's present levels in the area of social/ emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved. *Note: Objectives are only required for students who participate in statewide assessment using California's alternate assessment or if otherwise determined necessary by the IEP team.* 3. Description of the manner in which the progress of the student toward meeting the annual goals related to services provided by MCBH will be

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dates at the beginning of the school year. The student's LEA Case Manager shall provide a copy of the progress report to the parent/legal guardian upon receipt. 4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)). Services are to be provided to all students identified as needing such services, regardless of the identified specific disability. If student is at imminent risk of placement in a Residential Treatment Center(RTC), related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. 5. Consultation services listed on the IEP 8 are recommended as part of the therapy process and are available when there are Mental Health Services provided. 6. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services (E.C. § 56345(a)(7)).	provided. Unless otherwise noted in the IEP, MCBH will send progress reports to the student's LEA Case Manager one week prior to the end of each grading period. 4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)). Services are to be provided to all students identified as needing such services, regardless of the identified specific disability. If student is at imminent risk of residential placement, related services shall include HART services. HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. MCBH will follow HIPAA and CMIA requirements and applicable federal and state mental health consent laws and obtain necessary authorizations to use, exchange, and/or disclose confidential information and consent before using or sharing confidential mental health information. 5. Consultation services listed on the IEP 8 are offered as part of the therapy process and are available when there are Mental Health Services provided. 6. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services.

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Dismissal from MCBH Mental Health Services	
LEAs	MCBH
A. When considering dismissal from Mental Health Services provided by MCBH, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from any related service provided by MCBH, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing can be scheduled to discuss the proposed change to the student's IEP as necessary.	B. If a staffing is scheduled, MCBH shall send a representative to attend the staffing.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) the student may be ready for dismissal from any related service provided by MCBH, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for consent: 1. A Notice of Referral for Reassessment and Proposed Action (NC 2B). 2. An Assessment Plan (NC 3).	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for assessment are communicated with the parent
D. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's written consent for assessment, unless the parent agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. (E.C. § 56344(a)).	D. N/A
E. Assessment will be conducted as	E. Shall complete the assessment prior to the

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determined necessary in consultation with the School Psychologist.	scheduled IEP team meeting unless the LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing. At a minimum, the assessment shall include an observation of the student within the educational setting, interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it, the Child and Adolescent Needs and Strengths-Education Identification (CANS-EI) and any other clinical assessment tools MCBH deems appropriate.
F. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.	F. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.
G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled. *See Individualized Education Program (IEP) section for detailed procedures.*	G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled. *See Individualized Education Program (IEP) section for detailed procedures.*

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Dismissal from Home Alternative to Residential Treatment (HART) Services	
LEAs	MCBH
A. When considering dismissal from HART Services, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from HART Services, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing will be scheduled to discuss the proposed change to the student's IEP as necessary. This meeting will focus on ensuring the dismissal of HART services is done collaboratively, with a strong emphasis on prioritizing the student's mental health needs.	B. MCBH shall send a representative to attend the staffing to support a collaborative process with a strong emphasis on prioritizing the student's mental health needs.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) related to HART Services, the student may be ready for dismissal from HART Services, the Case Manager or School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate) that will occur within ten (10) working days of staffing, complete, and present to the parent: 1. Notice of IEP Team Meeting (NC 6)	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for review of progress with goals is communicated with the parent and the HART Contract Provider.
D. N/A	D. MCBH will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting.
E. Convene the IEP team meeting (supplemental, annual, or reassessment, as appropriate) to review progress with HART goal and dismissal of the service.	E. Will participate in IEP team meeting to report on progress with HART goal and dismissal of the service.

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F. LEAs that are not receiving in-district Mental Health Services through MCBH and are considering dismissal for HART Services shall: 1. Complete sections A-E above. 2. LEA designated therapist or case carrier shall: a. Notify the Case Manager, School Psychologist, and MCBH to discuss this proposed change. b. Convene a staffing and invite MCBH. c. Coordinate with the school team to ensure that communication for HART dismissal is disclosed to the parent and the HART Contract Provider. d. Will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting. Treatment and progress summary information from HART Contract Provider will be incorporated when dismissing HART Services. e. Attend the IEP team meeting on the date previously scheduled, when the information in section F 2(d) is complete and shall inform HART Contract Provider and MCBH when HART services are dismissed. *See Individualized Education Program (IEP) section for detailed procedures.*	F. MCBH will be notified by LEA designated therapist or case manager of dismissal of services and will attend staffing.

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Delivery of Mental Health Services	
The following procedures shall be followed for delivery of related services provided by MCBH.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided by MCBH are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Shall contact the LEA Special Education administrator if services cannot be provided for any reason, subject to MCBH obtaining appropriate consent from parent/guardian and/or youth if applicable law permits youth to directly consent for Mental Health Services.
B. If services are to be provided at school, the MCBH Therapist and the LEA Case Manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, the MCBH Therapist and the LEA Case Manager will collaboratively schedule the time and specific location of services. The MCBH Therapist will sign in and sign out at the school office during each school visit. Services must be made up when the MCBH Therapist is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. Meetings with the MCBH Therapist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's LEA Case Manager and/or School Psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall	D. If the MCBH Therapist has concerns about lack of participation or non-attendance in treatment this will be conveyed to the student's School Psychologist and LEA Case Manager.

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convene an IEP team meeting to discuss options.	
E. N/A	E. Shall document all services and attempts to provide services in the student's Service Log in SIRAS and in AVATAR, MCBH's electronic medical records system.

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Delivery of HART Services	
The following procedures shall be followed for delivery of HART Services.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided by the HART Contract Provider are delivered as specified on the IEP and begin as soon as possible following the development of the IEP. The HART Contract Provider will contact MCBH if services cannot be provided for any reason and will inform the LEA Special Education administrator.
B. If services are to be provided at school, the MCBH Therapist, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, MCBH, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services. The HART contract provider will sign in and sign out at the school office during each school visit. Services must be made up when the HART Contract Provider is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. The MCBH Therapist will be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings with the MCBH Therapist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's LEA Case Manager and/or School Psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in	D. If the HART Contract Provider shall report concerns about lack of participation or non-attendance in treatment to MCBH

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eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.	and this will be conveyed to the student's School Psychologist and LEA Case Manager.
E. LEAs that are not receiving in district Mental Health Services through MCBH and are delivering HART Services shall: 1. LEA designated therapist or case carrier shall: (a) Consult with HART Contract Provider at least once a month (b) Engage with IEP team members if student is having difficulty with accessing HART services or if there are significant safety issues in the home (c) Attend HART Contract Provider Coordination of Services (COS) meetings to monitor and review clients progress in services (d) Attend IEP meeting to represent HART services and report on client engagement and progress Timely inform MCBH Supervisor of any changes to HART services, including dismissal. (e) Ensure that services to be provided HART Contract Provider are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Contact the HART Contract Provider if services cannot be provided for any reason and will inform MCBH and the LEA Special Education administrator. (f) Coordinate with the HART Contract Provider and the LEA Case Manager to collaboratively schedule the time and specific location of services if services are to be provided at school. (g) Be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings will be held when requested. Such meetings will take place while school staff is not instructing or	E. MCBH will work collaboratively with LEA Special Education Director through resolution of concerns with HART services with MCBH.

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involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged. (h) If notified by the HART Contract Provider of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options. (i) Document all services and attempts to provide services in the student's Service Log in SIRAS. (j) Notify LEA Special Education Director and MCBH immediately if there are any concerns about HART services. (k) Notify LEA Special Education Director and MCBH within two (2) working days of knowledge for moving forward with dismissal of HART services (outlined in *Dismissal of HART Services* section). 2. LEA Special Education Director will work collaboratively through resolution of concerns with HART services with MCBH.	

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Transfers and Interim Placements

LEAs Responsibilities:

Students transferring into the SELPA from another county or state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement, for students transferring from another county, shall not exceed thirty (30) days by which time the LEA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP (EC § 56325(a)(1)).

Students transferring from another state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement shall continue until the LEA conducts an assessment and, if determined to be necessary, develops a new individualized education program. EC § 56325 (a)(3).

LEAs	MCBH
A. Shall refer to MCBH any student transferring into the SELPA from another county or state who was receiving related services pursuant to an existing IEP that in Monterey County are provided by MCBH. The referral shall be made in writing to MCBH within **two (2) school days** from the date that the LEA becomes aware of the student's transfer.	A. Shall ensure that the student is provided interim related services as specified in the existing IEP for a period **not to exceed thirty (30) calendar days** unless the parent agrees otherwise. Shall notify the LEA Special Education administrator if the student's parent/legal guardian cannot be contacted.
B. The referral shall provide copies of the following documents to MCBH: 1. A completed Interim Placement Form (IEP 11); 2. Copies of the student's existing IEP, if available; 3. Copies of reports received, if available; 4. Notice of IEP Team Meeting (NC 6); and 5. Signed Parent Consent to Release and Exchange of Information form (NC 9). 6.	B. N/A
C. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).	C. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.

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Determination of Need for HART OR Residential Placement	
These procedures shall apply when a student is being considered for HART services OR residential placement due to social/emotional/behavioral needs.	
LEAs	MCBH
A. Prior to the determination that placement in a RTC is necessary for the student to receive a free and appropriate public education, **an IEP team including representatives from MCBH** shall consider least restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom, and/or providing HART services.	A. Prior to the determination that RTC placement is necessary for the student to receive a free and appropriate public education, **an IEP team including representatives from MCBH** shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom and HART services.
B. LEAs receiving in-district mental health services through MCBH that, after exhausting least restrictive interventions, identify a student in need of HART services shall : 1. Timely notify MCBH Supervisor of need for a referral for HART services and convene a staffing meeting, if necessary, inviting MCBH. 2. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix G). 3. Convene an IEP meeting to coordinate and establish HART services and invite MCBH.	B. LEAs receiving in-district mental health services through MCBH that, after exhausting least restrictive interventions, identify a student in need of HART services shall , MCBH shall: 1. Respond to any inquiries related to HART services referral and service delivery and participate in a staffing meeting, if necessary. 2. Participate in an IEP meeting to coordinate and establish HART services by developing a HART goal on the IEP 3, service minutes on the IEP 7, and consultation minutes on the IEP 8. 3. Compile HART Referral Packet (Appendix F) to include: b. Required authorization for use, exchange, and/or disclosure of confidential information with the HART Contracted Providers (JDT Consultants and Aspiranet) c. Mental health assessment/ERMHS assessment 4. Submit HART Referral Packet (Appendix F) to one of the contracted HART Contract Providers (JDT Consultants and

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Determination of Need for HART OR Residential Placement	
	Aspiranet) to initiate HART services and update the LEA on the outcome of the referral
C. LEAs that are not receiving in-district Mental Health Services through MCBH and after exhausting least restrictive interventions, identify a student in need of HART services shall: 1. Complete HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F) 2. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F) 3. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix G). 4. Hold IEP meeting to add HART goal, social work services, naming HART Contract Provider as Responsible Staff, and HART consultation to the student's IEP in SIRAS. 5. Compile HART Referral Packet (Appendix F) to include: a. Signed Parent Consent to Release and Exchange of Information form (NC9) b. Two separate ROIs for contracted HART Contract Providers (JDT Consultants and Aspiranet) c. Mental health assessment/ERMHS assessment d. For students receiving LEA provisioned mental health treatment, a mental health treatment summary including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis must be included in the referral packet. e. IEP 3, IEP 7 and IEP 8. 6. Scan and attach the HART Referral Packet to the student record in SIRAS.	C. LEAs that do not receive in-district Mental Health Services through MCBH and that, after exhausting least restrictive interventions, identify a student in need of HART services shall: 1. MCBH will attend staffing for consultation of identified student residing in a district not participating in Mental Health Services in need of HART services, to review the HART Referral Form upon notification from. 2. Upon receipt of email notification that a referral for HART services has been submitted for a student residing in a district not participating in Mental Health Services, MCBH will confirm receipt of HART referral and provide LEA with name of MCBH designee to be added to the student's record in SIRAS to access HART Referral Packet.3. Upon receiving access to the HART Referral Packet uploaded to the student's record in SIRAS, MCBH obtain required authorization for use, exchange, and/or disclosure of confidential information for the HART Contracted Providers and submit HART Referral Packet to one of the contracted HART Contract Providers (JDT Consultants and Aspiranet) to initiate HART services.

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Determination of Need for HART OR Residential Placement	
7. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student record in SIRAS. 8. Notify MCBH of the HART referral via email with "HART Referral" in subject line to: 415Education@countyofmonterey.gov using SSID only **within five (5) working days** of the LEA's receipt of parent/legal guardian's consent for HART service.	
D. If less restrictive alternatives have not been successful, the IEP team is considering placement in a residential treatment center, the student's LEA shall convene an IEP team meeting. This team meeting shall include the MCBH RTC Case Manager and/or Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document the following: 1. Alternatives to residential placement that were provided and why they have not been sufficient. What interventions were previously considered but not provided, and the reason(s) why; 2. The decision to seek a residential placement.	D. . The MCBH RTC Case Manager or MCBH Unit Supervisor will attend the IEP team meeting to provide information on the process involved with searching and securing a residential placement.
E. LEAs that are receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement shall: 1. Convene an IEP team meeting to include the MCBH RTC Case Manager and/or MCBH Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document information as outlined in section D. 2. Provide MCBH Supervisor access to the student record in SIRAS. 3. Aide MCBH in obtaining any documentation required for the RTC Packet (Appendix D).	E. For LEAs receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement, MCBH shall: 1. Send the MCBH RTC Case Manager or MCBH Unit Supervisor to attend the IEP team meeting upon request by LEA to provide information on the process of searching and securing a residential placement. 2. Compile RTC Packet (Appendix D) to include: (a) Copy of most recent annual IEP in SIRAS (b) Completed RTC Form, selecting Referral Packet (c) Cover letter outlining circumstances and clinical need for RTC placement

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<table>
<tr><th colspan="2">Determination of Need for HART OR Residential Placement</th></tr>
<tr><td></td><td>(d) Current list of medications with dosages, if applicable
(e) Copies of incident reports if history of or current RTC placement, if applicable
(f) Student attendance record and transcript
(g) Mental health assessment/ERMHS assessment
(h) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable
(i) Discharge summaries from prior RTC placement(s), if applicable
(j) Obtain required authorization for use, exchange, and/or disclosure of confidential information for in-state and out-of-state, if appliable, RTCs
3. Begin process for searching and securing RTC placement for student</td></tr>
<tr><td>F. LEAs that are not receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement shall:

1. Convene an IEP team meeting to include the MCBH RTC Case Manager and/or MCBH Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document information as outlined in section D.

2. Compile RTC Packet (Appendix D) to include:
(a) Completed RTC Form, selecting Referral Packet
(b) Cover letter outlining circumstances and clinical need for RTC placement</td><td>F. For LEAs not receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement, MCBH shall:
1. Send a MCBH RTC Case Manager or MCBH Unit Supervisor to attend the IEP team meeting upon request by LEA to provide information on the process of searching and securing a residential placement.
2. Upon receipt of email notification that a RTC Packet has been submitted, MCBH will confirm receipt of referral and provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet.</td></tr>
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<tr><td>(c) A Parent Consent to Release and Exchange information form (NC9) Current list of medications with dosages, if applicable
(d) Copies of incident reports if history of or current RTC placement, if applicable
(e) Student attendance record and transcriptMental health assessment/ERMHS assessment
(f) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable
(g) Discharge summaries from prior RTC placement(s), if applicable
3. Scan and attach the RTC Packet to the student's SIRAS file.
4. Assign the MCBH designee to the student record in SIRAS.
5. Notify MCBH of RTC referral via email with "RTC Packet" in subject line to: 415Education@countyofmonterey.gov using SSID only within five (5) working days of the LEA's receipt of parent/legal guardian consent for RTC referral.
1.</td><td>3. Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will obtain required authorization for use, exchange and/or disclosure of confidential information for in-state and out-of-state, if appliable, RTCs
4. Begin process for searching and securing RTC placement for student.</td></tr>
<tr><td>G. LEAs that are not receiving in-district Mental Health Services through MCBH and that identify a student in need of HART services following return from an RTC placement shall:
1. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F)
2. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix F).
3. Complete Section C, 1-8 above.</td><td></td></tr>
<tr><td>H. Upon notification from MCBH, the LEA shall collaborate with MCBH to jointly determine next steps. The LEA shall make reasonable efforts to inform the parent/guardian or eligible youth of the purpose and importance of obtaining authorization for the exchange of</td><td>H. If required authorization for use, exchange and/or disclosure of confidential information is not provided by the parent/guardian or eligible youth, MCBH shall be limited in its ability to share and receive</td></tr>
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Determination of Need for HART OR Residential Placement	
information.	related information with HART Contract Provider and RTC and will notify LEA.

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Placement and Monitoring of Students in Residential Placement	
Following a decision to place a student in a residential setting, a MCBH RTC Case Manager shall be designated to facilitate the placement and monitoring of the student. The LEA and MCBH each have specific responsibilities for monitoring students in residential placement.	
LEAs	MCBH
A. N/A	A. Shall designate a MCBH RTC Case Manager to coordinate the student's residential placement plan upon notification to place the student in a residential placement.
B. N/A	B. The RTC Case Manager shall coordinate the residential placement plan as soon as possible after the decision has been made to place a student in residential treatment. The residential placement plan shall include provisions, as determined in the student's IEP, for the care, supervision, special education, and related services required by the student.
C. N/A	C. The MCBH RTC Case Manager shall, in consultation with the IEP team's administrative designee, identify and recommend a potential placement that addresses the student's educational and social/emotional/behavioral needs in a manner that is cost-effective subject to the requirements of federal and state special education laws, including the requirement that the placement be appropriate and in the least restrictive environment.
D. Before contracting with a nonpublic, nonsectarian school or agency outside of the state, the district, special education local plan area, or county office, the LEA shall document its efforts to utilize public schools or to locate an appropriate nonpublic nonsectarian school or agency program, or both within the state (EC § 56365(e)). For purposes of this Agreement, placement in an in-state non-public school certified by the California Department of Education (CDE) shall be considered less restrictive than placement in an out-of-state CDE certified non-public school placement.	D. The residential placement shall be in a facility that is located within, or in the county adjacent to, the county of residence of the parents or caregivers of the student with a disability. When no nearby placement alternative that is able to implement the IEP can be identified, this determination shall be documented, and the MCBH case manager shall seek an appropriate placement to propose that is as close to the parents' home as possible. For purposes of this Agreement, an in-state residential placement shall be considered less restrictive than placement in an out-of-state facility.

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E. Residential placements may be made out of California only when: 1. No in-state facility can meet the student's needs; 2. The requirements of items C and D of this section have been met; and 3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education.	E. E. Residential placements out of California will be recommended only when: 1. No in-state facility can meet the student's needs; and 2. The requirements of items C and D of this section have been met.
F. Residential placements made to any non-public school not certified by the California Department of Education (CDE) shall be considered only when: 1. No in-state facility can meet the student's needs; 2. The requirements of items C and D of this section have been met; and 3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education. (a) LEA will be responsible for monitoring placements made to any non-public school not certified by the California Department of Education (CDE)	F. Residential placements out of California will be recommended only when: 1. No in-state facility can meet the student's needs; and 2. The requirements of items C and D of this section have been met. (a) MCBH will not monitor placements made to any non-public school not certified by the California Department of Education (CDE)
G. N/A	G. Shall notify the LEA that a potential placement has been identified and request an IEP meeting to finalize the placement in the proposed residential facility.
H. In collaboration with MCBH, shall schedule and convene an IEP team meeting to finalize the residential placement. 1. During the IEP team meeting to finalize the residential placement, the IEP team shall document the student's educational and social/emotional/ behavioral treatment needs that support the need for residential placement and shall identify the special education and related services to be provided by the residential facility that cannot be provided in a less restrictive environment, and confirm with the NPS that the LEA is responsible for managing the student's IEP and required	H. Shall arrange for a MCBH Case Manager representative to attend the scheduled IEP team meeting. 1. Shall participate with the IEP team in documenting the student's social/emotional/behavioral needs and related Mental Health Services to be provided by the residential facility. 2. Shall participate in identifying required specific Mental Health Services. 3. Shall participate in specifying the frequency and duration of MCBH Case Manager social work services. 4. Shall develop a recommended plan to

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assessments while the student remains in placement. 2. Menal Health Services shall be individually identified on the IEP, rather than "bundled" under the umbrella term of "day treatment". 3. MCBH RTC Case Manager shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. 4. Include in the IEP any transition activities determined to be necessary to assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team. 5. The LEA shall be responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress. The specifics of transportation and family visits shall be outlined in the notes section of the IEP. 6. The LEA shall provide MCBH all necessary information required to complete the Out-of-State Nonpublic School Placement Notice (Appendix E) for submission to CDE within fifteen (15) days of an out of state placement decision.	assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team. For out-of-state nonpublic school residential placements, MCBH shall complete the Out-of-State Nonpublic School Placement Notice (Appendix E) and submit it to the CDE within fifteen (15) calendar days of the placement decision.
I. Shall develop a master contract and individual services agreement between the LEA and nonpublic, nonsectarian school or agency services (E.C. § 56366). The LEA shall be responsible for providing or arranging for the special education, related services, and other Mental Health Services including room and board needed by the student.	I. N/A
J. Shall notify MCBH of completion of LEA financial contracts for residential placement.	J. N/A
K. N/A	K. Shall facilitate the enrollment of the student in the residential placement.
L. N/A	L. Shall notify the LEA that placement has been arranged. If the LEA does not have any students enrolled at the NPS at the time of placement, MCBH shall conduct an onsite visit prior to placement of the student.

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M. N/A	M. Shall conduct at least one onsite monitoring visit on behalf of the LEA during each school year to the NPS at which the LEA has a student attending and with which it maintains a Master Contract. The onsite monitoring visiting shall include, but not limited to: 1. Interview with the student to check wellbeing and safety 2. Review of services provided to the student through the ISA between the LEA and the NPS. 3. Review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable. 4. Observation of the student during instruction time. 5. Walkthrough of the facility 6. Interviews with teachers, therapists, residential facility staff, the case manager, and other relevant staff members.
N. N/A	N. Shall complete the "Local Educational Agency Onsite Visit for Nonpublic School" form following the monitoring visit and submit to the California Department of Education within 60 calendar days of the onsite visit and upload copies of the completed form to the student record in SIRAS and email copies to SELPA Executive Director and LEA Special Education Director.
O. Shall periodically report to the parent/legal guardian on the progress the student is making toward meeting annual IEP goals pursuant to the frequency and method indicated in the IEP for the student (E.C. § 56345(a)(3)).	O. Shall notify the LEA and the parent/legal guardian if there is a discrepancy between the level of care, supervision, or the provision of Mental Health Services and the requirements of the IEP.
P. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.	P. Shall conduct a face-to-face contact via Telehealth on a quarterly basis, or more frequently if determined necessary by the IEP team, with the student who is at the residential facility to monitor the level of care, supervision, provision of Mental Health Services, overall progress, and assess continuing need for residential treatment. 1. Shall provide notice to the LEA of the

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	contact and invite LEA to participate. 2. When possible, the LEA progress reporting and MCBH face-to-face contacts via Telehealth will be combined and conducted collaboratively. 3. Monitoring activities shall include: a) Record review; b) Meeting with the student; and c) Review of overall progress.
Q. Will convene and participate in an IEP team meeting to include representatives from MCBH **within six (6) months** of residential placement and **every six (6) months thereafter** as long as the student remains in residential placement.	Q. Will attend the scheduled IEP team meeting.
R. The Special Education Director and/or LEA designee will be the primary contact during the summer months to facilitate communication and coordinate activities as needed.	R. Will communicate and coordinate activities with Special Education Director and/or LEA designee during the summer months as needed.
S. LEAs that determine a parent/legal guardian has unilaterally place a student in RTC and wants MCBH for monitoring of the existing placement shall: 1. Compile RTC Packet (Appendix D) (a) Complete RTC Form, selecting Notice of Existing Placement (b) Cover letter outlining circumstances leading to placement and clinical need for the RTC placement, including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis (c) Copies of incident reports if history of or current RTC placement, if applicable (d) Student attendance record and transcript (e) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable (f) Copies of incident report(s)from current or prior RTC placements, if applicable (g) Discharge summaries from prior RTC placement(s), if applicable 4. Scan and attach the RTC Packet to the student's SIRAS file.	S. Upon receipt of email notification that a RTC Packet has been submitted for a student residing in a district not participating in Mental Health Services, MCBH will confirm receipt of packet and provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet. Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will begin process for monitoring RTC placement for student.

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5. Assign the MCBH designee to the student record in SIRAS. (h) Notify MCBH of RTC Packet via email with "RTC Packet" in subject line to: 415Education@countyofmonterey.gov using SSID only **within five (5) working days** of the LEA's receipt of parent/legal guardian consent for RTC monitoring.	

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Financial Responsibilities	
The following is an outline of the conditions and limitations for reimbursement to MCBH from SELPA for the provision of Mental Health Services, including those related to residential placement described earlier in this Agreement. Special education instruction, designated instruction and services, related services, and residential placements are to be provided at no cost to the parent.	
SELPA/LEAs	MCBH
A. SELPA shall reimburse MCBH for assessments and related services provided by MCBH as specified in the IEP and in the Memorandum of Understanding between SELPA and MCBH.	Submit invoices and back-up documentation for reimbursement of costs incurred in provision of assessments and related services to SELPA as specified in the Memorandum of Understanding between SELPA and MCBH. MCBH may bill appropriate payors (e.g. Medi-Cal) for mental health services rendered to qualifying individuals. A.
B. The student's LEA of residence shall be financially responsible for Special Education, therapeutic and non-therapeutic related services while the student is placed in a Residential Treatment Center (RTC) pursuant to an IEP.	B. N/A
C. The student's LEA of residence shall provide transportation of a student to and from the location for receiving services provided by MCBH as specified in the IEP if services are provided at a site other than the student's school or home.	C. N/A
D. The student's LEA shall be financially responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress, as identified on the IEP.	D. N/A

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Provision of Facilities and Support at LEA Sites	
LEAs shall provide appropriate facilities and support for the provision of Mental Health Services provided by MCBH at school.	
LEAs	MCBH
A. N/A	A. Shall, whenever possible and appropriate to the needs of the student, provide services at the student's school of attendance.
B. Shall collaborate with MCBH to establish a regular treatment schedule.	B. Shall collaborate with the LEA to establish a regular treatment schedule.
C. The LEA Special Education administrator shall make the site administrator where services will be provided, aware of the obligation to provide an appropriate meeting space.	C. Will provide Mental Health Services via Telehealth upon request or to ensure continuity of care when circumstances prevent in-person services.
D. The site administrator or designee where MCBH services will be provided shall identify and reserve space for services scheduled to be delivered at the school site that: 1. Affords the student and MCBH Therapist a private and confidential environment; 2. Contains appropriate chairs and work surfaces; 3. Provides electricity and adequate lighting and at a reasonable temperature; 4. Meets health and safety requirements; 5. Allow access to emergency support if needed; and 6. Is of sufficient size to accommodate small groups where needed.	D. N/A

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Communication Hierarchy and Interagency Agreement Dispute Resolution	
It is the intention of the SELPA, LEAs, and MCBH to maintain effective and open communication and to resolve any dispute arising from this Interagency Agreement at the lowest possible administrative level. Whenever a dispute arises between the parties to this Agreement, the dispute procedures shall not interfere with a student's right to receive FAPE.	
SELPA/LEAs	MCBH
A. Appropriate staff members from LEAs operating TIP classes shall participate in quarterly meetings with MCBH staff and attend quarterly meetings with appropriate staff members from other LEAs that have a substantial number of students receiving Mental Health Services. Multiple small school districts may be included in the same quarterly meetings.	A. Appropriate staff members from MCBH shall participate in quarterly meetings with staff members from LEAs operating TIP classes and attend quarterly meetings with staff members from other LEAs that have a substantial number of students receiving Mental Health Services. Multiple small school districts may be included in the same quarterly meetings.
B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.	B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.
C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH Therapist , the following communication hierarchy shall be followed: 1. The involved LEA personnel shall discuss the concern directly with the involved MCBH therapist. 2. If unresolved, the LEA personnel designated Special Education administrator shall discuss the concern with the MCBH Therapist Unit Supervisor.	C. If an issue develops that has not yet risen to the level of a dispute between the LEA personnel and the MCBH Therapist, the following communication hierarchy shall be followed: 1. The involved MCBH Therapist shall discuss the concern directly with the involved LEA personnel 2. If unresolved, the MCBH Therapist's Unit Supervisor shall discuss the concern with the LEA personnel's designated Special Education administrator.
D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: 1. The LEA Special Education administrator shall, in a timely manner, contact the MCBH Services Manager to communicate and seek resolution to any dispute arising from	D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: 1. The MCBH Behavioral Health Services Manager shall, in a timely manner, contact the appropriate LEA Special Education administrator to communicate and seek resolution to

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the Interagency Agreement. 2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and Deputy Director of the MCBH Child and Adolescent System of Care. 3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue. 4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution.	any dispute arising from the Interagency Agreement. 2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care. 3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue. 4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution. 5. All concerns have the School District Special Education Director or designee will remain involved through problem resolution process.
E. If the dispute involves an alleged failure to provide Mental Health Services and a LEA has been providing those services prior to the dispute, the LEA shall continue to provide the services until the dispute resolution proceedings are complete.	E. If the dispute involves an alleged failure to provide Mental Health Services and MCBH has been providing those services prior to the dispute, MCBH shall continue to provide the services until the dispute resolution proceedings are complete.
F. If the dispute involves an alleged failure to provide Mental Health Services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.	F. N/A
G. Arrangements other than those specified in items B and C above may be made by	G. Arrangements other than those specified in items B and C above may be made by

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written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.	written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.
H. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.	H. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.

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Training and Technical Assistance	
It is the intent of the SELPA, LEAs, and MCBH to provide on-going technical assistance to each agency respective to provision of special education and related services in the area of social/emotional/behavioral needs.	
SELPA/LEAs	MCBH
A. The SELPA shall designate the personnel responsible for coordinating training opportunities with MCBH.	A. MCBH shall designate personnel responsible for coordinating training opportunities with public schools within the SELPA.
B. The designated SELPA personnel shall notify the designated MCBH personnel of training opportunities appropriate for special education and due process.	B. The designated MCBH personnel shall notify the designated SELPA personnel of training opportunities appropriate for special education and due process.
C. Shall participate with designated MCBH staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA/LEA and MCBH staff on the procedures outlined in this Agreement.	C. Shall participate with designated SELPA/LEA staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA, LEA, and MCBH staff on the procedures outlined in this Agreement.
D. Appropriate SELPA/LEA personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.	D. Appropriate MCBH personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.

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Terms of Agreement

This Agreement will become effective upon the signature of the authorized representative of both parties. The Agreement shall remain in effect for one (1) year. This provision does not preclude the parties from revising the Interagency Agreement at any time they determine a revision is necessary. Any revision to the Agreement will be made in writing and with the agreement of both parties.

COUNTY OF MONTEREY:

By: _____
Elsa M. Jimenez
Director of Health Services

Date: _____

MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:

DocuSigned by:
By: Kenyon Hopkins
7DA722511E454B8...
Kenyon Hopkins
Executive Director

Date: 5/4/2026 | 3:46 PM PDT

APPROVED AS TO LEGAL FORM:

Signed by:
By: Kevin Serrano
CF464EA4829E4B5...
Office of County Counsel

Date: 5/8/2026 | 5:59 PM PDT

DocuSigned by:
By: Melissa Alderman
5FDBC50EFC4045B...
Executive Committee Chair

Date: 5/4/2026 | 3:49 PM PDT

Signed by:
By: Colleen Stanley
A6B4F6C26DB2470...
Colleen Stanley Ed.D. Chief Business Official

Date: 5/6/2026 | 8:42 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
By: Patricia Ruiz
E78EF04E57454F0...
Auditor/Controller's Office

Date: 5/11/2026 | 7:21 AM PDT

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Appendix A – Referral Form

Monterey County Special Education Local Plan Area

Referral for Monterey County Behavioral Health Services, Page 1 of 1

Date: _____

STUDENT INFORMATION

Student: _____ Date of Birth:_____ Age:_____

☐ Parent phone confirmed as working ☐ Address confirmed as current SSID #: _____ School: _____

REASON FOR REFERRAL

Briefly describe behaviors that clearly explain the areas of concern/impairment in social emotional functioning:

Briefly describe less restrictive intervention(s) that have been attempted and student response to those intervention(s):

What are the desired outcomes of this referral and are there any known barriers to care?

☐ Student is not yet eligible and the MCBH assessment will be concurrent with the initial assessment
☐ Student is currently enrolled in a Therapeutic Intervention Program (TIP)*
☐ Student is currently receiving MCBH services through the General Education Program*

* An IEP meeting notice should indicate a meeting date within 30 days

ATTACHED DOCUMENTS

The following documents are attached in SIRAS:

☐ Notice of Referral for Reassessment and Proposed Action (NC 2B)*
☐ Assessment Plan (NC 3)*
☐ Notice of IEP Team Meeting (NC 6)
☐ Parent Consent to Release/Exchange Information (NC 9), as needed and required by law

* If this is a TIP referral and the student is currently receiving services for social/emotional needs through the MCBH, a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3) may not be required. If an assessment to determine social/emotional needs has not been recently conducted, a behavioral health assessment will be required.

LEA CONTACT INFORMATION

IEP Case Carrier : _____ Phone: _____
Email Address:_____

School Psychologist:_____ Phone: _____
Email Address:_____

SPED Administrator Signature (Documenting Review of Referral and Related Documents):_____

RE 7 (2/17)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Appendix B – Relevant IEP Forms

Monterey County Special Education Local Plan Area

Request for Specialist Assistance

Date:_____

From:_____ Title:_____ Contact Information:_____
To:_____ Title:_____ Contact Information:_____

STUDENT INFORMATION

Student:_____ Date of Birth:_____ Age:_____
Teacher/Counselor:_____ Grade:_____ Room:_____
LEA of Residence:_____ LEA of Service:_____
School of Residence:_____ School of Attendance:_____
Home Language:_____ English Proficiency:_____ Language of Instruction:_____

TYPE OF SPECIALIST NEEDED ☐ District ☐ County Office/Other Regional Provider ☐ SELPA

☐ Occupational Therapist
☐ Physical Therapist
☐ Speech/Language Specialist
☐ Adapted Physical Education Specialist
☐ Orthopedically Impaired Specialist
☐ Deaf/Hard of Hearing Specialist
☐ Visually Impaired Specialist
☐ Behavior Specialist/BICM
☐ Autism Specialist
☐ Program Specialist
☐ Other:_____
☐ Other:_____

PURPOSE OF REQUEST/PARENT CONTACT

☐ Consultation Regarding Curriculum/Instruction ☐ Staff/Parent Training ☐ Program Development ☐ Other

Detailed Description of Request:

Date Parent/Guardian Contacted (for student specific consultation):_____ Method:_____
Contact Made By:_____ Title:_____

ADMINISTRATIVE REVIEW AND ASSIGNMENT OF SPECIALIST

Will agency other than LEA of residence provide the requested specialist? ☐ Yes (administrative review is required) ☐ No (administrative review is optional)

Date Reviewed by Special Education Administrator from LEA of Residence:_____
Name:_____ Signature:_____
Comment:_____

Date Reviewed by Special Education Administrator from Agency Providing the Assessment (if different):_____
Name:_____ Signature:_____
Comment:_____

Date Received by Providing Agency:_____ Assigned Specialist:_____
Office Phone:_____ Alternate Phone:_____
Site:_____ Email Address:_____

SPECIALIST ACTION (to be completed by specialist)

Date Requested Activity Completed:_____

Outcome/Recommendations/Comments:

Signature of Specialist:_____ Date:_____

RE 3A (9/11)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Request for Specialist Assessment

Date:_____

From:_____ Title:_____ Contact Information:_____
To:_____ Title:_____ Contact Information:_____

STUDENT INFORMATION

Student: _____ Date of Birth:_____ Age:_____
Teacher/Counselor:_____ Grade:_____ Room:_____
LEA of Residence:_____ LEA of Service:_____
School of Residence:_____ School of Attendance:_____
Home Language:_____ English Proficiency:_____ Language of Instruction:_____
Parent/Guardian:_____ Phone:_____
Address:_____ City:_____ State:_____ Zip Code:_____

TYPE OF SPECIALIST NEEDED FOR ASSESSMENT ☐ District ☐ County Office/Other Regional Provider

☐ Occupational Therapist
☐ Physical Therapist
☐ Speech/Language Specialist
☐ Adapted Physical Education Specialist
☐ Orthopedically Impaired Specialist
☐ Deaf/Hard of Hearing Specialist
☐ Visually Impaired Specialist
☐ Behavior Specialist/BICM
☐ Autism Specialist
☐ Program Specialist
☐ Other:_____
☐ Other:_____

PURPOSE OF REQUEST/PARENT CONTACT

☐ Part of Initial Assessment ☐ Part of Reassessment ☐ Additional Assessment

Specific Reason for Request:

Date Parent/Guardian Contacted:_____ Method: ☐ Meeting ☐ Phone Call ☐ Written
Contact Made By:_____ Title:_____

ADMINISTRATIVE REVIEW AND ASSIGNMENT OF SPECIALIST

Will agency other than LEA of residence provide the requested assessment? ☐ Yes (administrative review is required) ☐ No (administrative review is optional)

Date Reviewed by Special Education Administrator from LEA of Residence:_____
Name:_____ Signature:_____
Comment:_____

Date Reviewed by Special Education Administrator from Agency Providing the Assessment (if different):_____
Name:_____ Signature:_____
Comment:_____

Date Received by Providing Agency:_____ Assigned Specialist:_____
Office Phone:_____ Alternate Phone:_____
Site:_____ Email Address:_____

SPECIALIST ACTION (to be completed by specialist)

☐ Provided parent with completed *Notice of Referral and Proposed Action* (NC 2) and *Assessment Plan* (NC3)
☐ Provided parent with completed *Notice of Referral and Proposed Action* (NC 2) and *Explanation of Denied Request for Assessment* (NC 4)
☐ Participated in team assessment

Comments:_____
Signature of Specialist:_____ Date:_____

RE 3B (9/11)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of Referral for Special Education and Proposed Action

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

Your child has been referred for an assessment to determine initial eligibility for special education and current educational needs.

To decide upon the appropriate action, the following procedures were used:

☐ Review of student records (specify):

☐ Review of assessments and/or assessment reports (specify):

☐ Observation of your child's progress in his or her current placement
☐ Teacher/Specialist input about your child's educational needs
☐ Parent input
☐ Other:_____

Based upon the information gathered as indicated above, the following action is proposed:

☐ Conduct the requested assessment (*Assessment Plan* attached)
☐ Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

PARENT RESPONSE

Please check one of the following boxes:

☐ I agree with the proposed action.
☐ I do not agree with the proposed action and request reconsideration.

Signature of Parent/Adult Student: Date:

Return To: Title:

Location: Phone:

☐ A copy of the *Notice of Procedural Safeguards* is enclosed.

NC 2A (8/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of Referral for Reassessment and Proposed Action

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

Your child has been referred for an assessment to determine:

- ☐ Current educational needs/possible need for revision of the IEP
- ☐ Continuing eligibility for special education and current educational needs

To decide upon the appropriate action, the following procedures were used:

- ☐ Review of student records (specify):

- ☐ Review of assessments and/or assessment reports (specify):

- ☐ Observation of your child's progress in his or her current placement
- ☐ Teacher/Specialist input about your child's educational needs
- ☐ Parent input
- ☐ Other:

Proposed Action (Select one action from A or B, below):

A. Additional Assessment to Determine Current Educational Needs

- ☐ Conduct the requested assessment (*Assessment Plan* attached)
- ☐ Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

B. Assessment to Determine Continuing Eligibility and Current Educational Needs

- ☐ Conduct assessment to gather further data to determine continuing eligibility and/or current educational needs (*Assessment Plan* attached)
- ☐ Use existing assessment data to determine continuing eligibility and/or current educational needs (you have the right, however, to request additional assessment in the *Parent Response* section below).

PARENT RESPONSE

Please check **one** of the following three boxes:

- ☐ I agree with the proposed action.
- ☐ I do not agree with the proposed action as identified in item A, and request reconsideration.
- ☐ I do not agree with the proposed action as identified in item B, and request additional assessment data.

Signature of Parent/Adult Student:_____ Date:_____

Return To: Title:

Location: Phone:

- ☐ A copy of the *Notice of Procedural Safeguards* is enclosed.

NC 2B (8/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of IEP Team Meeting

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

An Individualized Education Program (IEP) team meeting has been scheduled for your child. You are requested, as a participating member of this team, to attend the meeting. Your participation is important in the development of an appropriate educational program for your child. Your child is invited to attend all or part of the meeting if it is appropriate and we strongly encourage your child's attendance if transition planning and services will be discussed. If your child is 18 years of age or older, he/she is required to participate. You may bring someone with you or you may designate another person to be your representative if you are unable to attend. The meeting is scheduled for:

Date_____ Time_____ Place_____

At the meeting, the following areas will be discussed:

- ☐ Assessment Results
- ☐ Eligibility for special education
- ☐ Development or revision of the IEP
- ☐ Review of student progress
- ☐ Transition Planning and Services*
- ☐ Behavioral Emergency
- ☐ Possible change in placement due to:
  - ☐ Need for less restrictive placement
  - ☐ Need for more restrictive placement
  - ☐ Possible disciplinary action
  - ☐ Other:
- ☐ Other:_____

* With parent consent, appropriate agency representatives will be invited to attend

We anticipate that the following IEP team members will be in attendance:

Title	Name	Title	Name
LEA Representative			
General Education Teacher			

PARENT RESPONSE

- ☐ I have received a copy of the *Notice of Procedural Safeguards*.
- ☐ I plan to attend the meeting.
- ☐ I do not plan to attend the meeting, but am available by teleconference.
- ☐ I request a different time/and or place; please contact me at:
- ☐ I request an interpreter in my primary language or other mode of communication:_____
- ☐ I do not plan to attend the meeting but give consent for the meeting to be held without me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- ☐ I do not plan to attend the meeting but will send _____ to represent me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- ☐ If transition planning and services will be discussed, I consent to appropriate agency representatives being invited.

Signature of Parent/Adult Student:_____ Date:_____

Return To:_____ Title:_____

Location: Phone:

NC 6A (9/13)

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Monterey County Special Education Local Plan Area

IEP – Meeting Participation

Student:_____ Date of Birth:_____ Date:_____

Meeting Purpose:_____ Continuation Meeting:

IEP TEAM MEETING PARTICIPANTS

The following people participated in the IEP team meeting:

Signature	Position	Date
	Parent/Guardian/Adult Student **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	Parent/Guardian/Adult Student **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	LEA Representative **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
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	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	

IEP 9A (7/20)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Parent Consent to Release/Exchange Information

Date: _____

To the parents of: _____ Date of Birth: _____

This consent authorizes information relevant to your child's education to go to, from and between the representatives of the (public school agency) and representatives of the agency and/or the individual listed below. This information will be used to assist in assessing your child's educational/health needs related to the development of an appropriate educational program.

Agency or Individual: _____

Address:

Phone: _____ Contact (if agency): _____

The following information may be exchanged:

- ☐ Assessments conducted by district or county office of education teachers/specialists
- ☐ Individualized education program (IEP) and related documents/information
- ☐ Observations of student by district or county office of education teachers/specialists
- ☐ Educational records (e.g., grades, attendance, discipline)
- ☐ School health and developmental records (e.g., immunizations, school health care plans)
- ☐ Medical records (specify below) from _____ to _____

- ☐ Hearing and/or vision reports
- ☐ Assessments from other agencies (e.g., Department of Mental Health, private psychological and educational assessments)
- ☐ Other:

This authorization shall become effective immediately and shall remain in effect for three (3) years from the date of parent consent unless revoked by the parent prior to expiration of the three-year period. Requested records will become a part of the student's confidential special education and/or cumulative file. Access to these files is provided only to those individuals or agencies required or permitted by law or when provided with written parental consent.

PARENT CONSENT

I consent to the exchange of information between the agency or individual listed above and the identified public education agency. I understand that I may cancel all or any part of this consent by written notification at any time.

Signature of Parent/ Adult Student: _____ Date: _____

SEND REPORTS TO

Agency: Department:

Address: _____ City: _____ State: _____ Zip Code: _____

Attention: _____ Fax: _____ Phone: _____

NC 9 (9/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

IEP – Demographic Data

Date:_____

STUDENT INFORMATION

Student: Date of Birth: Age:

Grade: SSID Number: Student Identification Number: Gender:

Migrant Program Eligibility: ☐ Yes ☐ No English Proficiency: ☐ EO ☐ EL ☐ IFEP ☐ RFEP

Home Language:_____ Hispanic/Latino: ☐ Yes ☐ No ☐ Decline to State

Race 1: _____ Race 2:_____ Race 3:_____

LEA of Residence: LEA of Service:

School of Residence*: School of Attendance*:

*If Different, Give Reason:_____ School Type:_____

Setting (ages 3-5):_____ Setting (ages 6-22):_____

Residence: Specify Residence Name (if applicable):

Parent/Guardian: Email Address:

Street Address/P.O. Box: City: Zip:

Home Phone:_____ Work Phone:_____ Cell Phone:_____

Parent/Guardian:_____ Email Address:_____

Street Address/P.O. Box: City: Zip:

Home Phone: Work Phone: Cell Phone:

Other Contact:_____ Email Address:_____

Street Address/P.O. Box: City: Zip:

Main Phone: Alternate Phone: Cell Phone:

Educational Rights: ☐ Parent/Guardian ☐ Educational Representative ☐ Surrogate Parent ☐ Adult Student

Ed. Rep./Surrogate (if applicable): Email Address:

Street Address/P.O. Box:_____ City:_____ Zip:_____

Main Phone: Alternate Phone: Cell Phone:

MEETING/CASE MANAGER INFORMATION

Meeting Type: ☐ Initial ☐ Annual ☐ Reassessment ☐ Other:_____

Initial Referral Date:_____ Referred By:_____

Date of Parent Consent for Initial Assessment: Initial Assessment IEP Date:

Initial Special Education Entry Date:_____ Current Complete IEP Date:_____

Most Recent Assessment IEP Date: Next Assessment Due:

Supplemental IEP Review (if prior to annual) Due:_____ Next Annual IEP Review Due:_____

Case Manager:_____ Position:_____

Phone: Cell Phone: Email:

SPECIAL FACTORS (check the appropriate box for each item)

Yes	No	
☐	☐	This is an initial placement and student received coordinated general education early intervening services using Federal IDEA funds in one or both of the preceding two years.
☐	☐	Student exhibits behavior that requires a behavior intervention plan.
☐	☐	Student is transitioning from special class or NPS to general education class on public campus.
☐	☐	Student is transitioning from preschool to elementary school and may require a less intensive program.
☐	☐	Student is being considered for possible change in placement due to disciplinary action (more than 10 days of suspension or possible expulsion).
☐	☐	Student has been identified as at risk for grade retention and final recommendation is being considered.

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Monterey County Special Education Local Plan Area

IEP – Eligibility

Student: Date of Birth: Date:

ELIGIBILITY

☐ Student is eligible for special education and related services in the area(s) identified below.

Primary Disability:_____ Secondary Disability:_____

☐ Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).

☐ Student is not eligible for special education and related services (explain on *IEP Notes/Additional Information* page).

☐ Student will be exiting special education and related services effective:_____
This exit is due to:

EFFECT OF DISABILITY AND AREAS OF NEED (complete for eligible students only)

This student's disability causes difficulty developing skills in the areas checked below which might affect his or her ability to participate and progress in the general curriculum or (for preschoolers) participate in appropriate activities:

☐ Reading – Decoding / Fluency	☐ Receptive Language	☐ Recreation/Leisure
☐ Reading – Comprehension	☐ Expressive Language	☐ Self-Care
☐ Math – Calculation	☐ Articulation/Voice/Fluency	☐ Mobility
☐ Math – Applications	☐ Study/Organization Skills	☐ Other:_____
☐ Written Language	☐ Social/Behavioral/Emotional Skills	☐ Other:_____
☐ Readiness – English Language Arts	☐ Attention	☐ Other:
☐ Readiness – Math	☐ Vocational Skills	☐ Other:_____

STUDENT STRENGTHS, PREFERENCES, AND INTERESTS

PARENT CONCERNS RELEVANT TO EDUCATIONAL PROGRESS

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

IEP – Present Levels and Goals

Student: Date of Birth: Date:

PRESENT LEVELS OF ACADEMIC ACHIEVEMENT & FUNCTIONAL PERFORMANCE /ANNUAL GOALS

Area 1:_____ Skill (Optional)_____

Present Level:

Annual Goal:
Baseline:
Curriculum Standard: / **Implemented by:**

- ☐ Goal is related to enabling the student to participate in general education curriculum.
- ☐ Goal is related to meeting other educational needs resulting from the student's disability.
- ☐ Goal supports the student's post-secondary goals/expectations.
- ☐ Goal supports one or more ELD standards as identified under "Curriculum Standard".

Area 2: Skill (Optional)

Present Level:

Annual Goal:
Baseline:
Curriculum Standard: / **Implemented by:**

- ☐ Goal is related to enabling the student to participate in general education curriculum.
- ☐ Goal is related to meeting other educational needs resulting from the student's disability.
- ☐ Goal supports the student's post-secondary goals/expectations.
- ☐ Goal supports one or more ELD standards as identified under "Curriculum Standard".

PROGRESS REPORT METHOD AND FREQUENCY

Report Provided: ☐ With Grade Reports ☐ At Conferences ☐ Other:_____ Frequency:_____

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Monterey County Special Education Local Plan Area

IEP – Special Education and Related Services

Student:_____ Date of Birth:_____ Date:_____

SPECIAL EDUCATION AND RELATED SERVICE OPTIONS CONSIDERED

The following service options were reviewed in selecting the least restrictive environment and consideration was given to the benefits and potential harmful effects on the student and the quality of services that the student needs:

- ☐ General Education Class
- ☐ Resource Specialist/Learning Center Support
- ☐ District Special Education Class
- ☐ Regional Special Education Class
- ☐ State School
- ☐ Home and Hospital
- ☐ Nonpublic School
- ☐ Related Services
- ☐ Other:_____
- ☐ Other:_____

SPECIAL EDUCATION AND RELATED SERVICES OFFERED

Primary Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	

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Monterey County Special Education Local Plan Area

IEP – Supplementary Aids, Services, Extended School Year

Student:_____ Date of Birth:_____ Date:_____

SUPPORTS FOR SCHOOL PERSONNEL

Supports for school personnel are required for this student. ☐ No ☐ Yes (specify below)

Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:

TRANSPORTATION

Special Education Transportation: ☐ No ☐ Yes (Check Reason Below)

☐ Required in order to access appropriate program ☐ Severe or orthopedic disability

☐ Other:_____

Provided By:_____ Responsible Agency:_____

PHYSICAL EDUCATION

Physical Education: ☐ Regular ☐ Modified ☐ Adapted (list on IEP 7) ☐ Requirement met or legally waived by LEA

EXTENDED SCHOOL YEAR (ESY)

Without ESY, would the nature and/or severity of this student's disability (or interfering behaviors):

☐ Yes ☐ No Prohibit benefit from his or her educational program during the subsequent year?

☐ Yes ☐ No Cause regression in critical skills and/or difficulty in recovering those skills within a reasonable period of time?

☐ Yes ☐ No Based upon the above information, ESY services are required (if *yes*, complete remainder of page).

Primary Service for ESY:	Provider:	Responsible Staff:	Primary Location:
Delivery Model:	Frequency:	Duration: total minutes	Dates: LEAs ESY calendar unless otherwise stated below

Specify any ESY service (other than the primary service) that will differ from what is outlined in the IEP for the regular academic year, (e.g., related services, frequency/duration of related services, time in general education, transportation, type of physical education, any other aid or support) **and/or** ESY dates that differ from the approved LEA ESY calendar:

IEP 8 (8/13)

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Monterey County Special Education Local Plan Area

IEP – Consent for Placement

Student:_____ Date of Birth:_____ Date:_____

PARENT ACKNOWLEDGEMENTS AND REQUESTS

Check **all** of the following boxes **that apply:**

1. ☐ I have received a copy the *Notice of Procedural Safeguards*.
2. ☐ I attended and participated in the IEP team meeting.
3. ☐ I received notice of the IEP team meeting but did not attend.

   If parent did not attend, specify the methods and dates of contact to encourage the parent to attend.

   a. Method/Date:_____ c. Method/Date:_____
   b. Method/Date:_____ d. Method/Date:_____
4. ☐ I request a copy of this IEP in my primary language/other mode of communication:_____
5. ☐ I have received a copy of the assessment report(s) reviewed in developing this IEP.
6. ☐ Yes ☐ No The school district facilitated parent involvement as a means of improving services & results for my child.

PARENT CONSENTS

Check **one** of the following two boxes:

1. ☐ I agree with the determination of my child's ☐ eligibility or ☐ ineligibility for special education.
2. ☐ I do not agree with the determination of my child's ☐ eligibility or ☐ ineligibility for special education.

If your child is eligible for special education, check **one** of the following three boxes:

1. ☐ I understand and consent to the contents of this IEP.
2. ☐ I understand and consent to the contents of this IEP except for:

   _____

   _____
3. ☐ I do not consent to the contents of this IEP.

If your child is eligible for special education, check the box below, if applicable

☐ I have received a copy of "Consent to Bill Medi-Cal and Release Information".

I understand that services will not be made-up when my child is absent or when a normally scheduled session falls on a non-student day unless otherwise agreed upon and that services will not be provided during school holidays and breaks except for those provided during extended school year.

Signature of Parent/Adult Student:_____ Date:_____

Signature of Parent/Adult Student:_____ Date:_____

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Monterey County Special Education Local Plan Area

IEP – Notes/Additional Information

Student: **Date of Birth:** **Date:**

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Appendix C – Youth Screening Tool for Medi-Cal Mental Health Services

State of California – Health and Human Services Agency Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.[1]

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
   - One version of the tool is used when a youth is responding on their own behalf: ***Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent.***
   - One version of the tool is used when a person is responding on behalf of the youth: ***Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth.***
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a "Yes" or "No" question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the "Yes" or "No" column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as "0."

[1] As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in BHIN 22-011.

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7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.[2]
8. If the youth, or the person responding on their behalf, responds "Yes" to question 6, 7, or 9, they meet criteria for specialty mental health services per BHIN 21-073. In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds "Yes" to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of "Yes" to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds "Yes" to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the "Yes" column should be added together and that total number should be entered in the "Total Score" box.
    a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
    b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
    a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
    b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

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[2] Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

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Youth Screening Tool for Medi-Cal Mental Health Services

Youth Respondent

Name:	Date of Birth:
Age: *NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."*	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? *NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.*	☐ Yes ☐ No
2. Are you calling about yourself or about someone else? ☐ Self ☐ Someone else • If calling about someone else, who are you calling about and what is your relationship to them? *NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.*	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services? *NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.*	☐ Yes ☐ No
5. When was the last time you saw your pediatrician or primary care doctor? *NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.*	

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Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
7. Are you currently in foster care or involved in the child welfare system?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
8. Have you ever been in foster care or involved in the child welfare system?	☐ 1	☐ 0
9. Are you currently without housing or a safe place to sleep?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
10. Have you ever been without housing or a safe place to sleep?	☐ 1	☐ 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	☐ 1	☐ 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	☐ 1	☐ 0
13. Are you often absent from school, work, or activities due to not feeling well?	☐ 1	☐ 0
14. Is the person who takes care of you often not around or unable to take care of you?	☐ 1	☐ 0
15. Do you feel unsupported or unsafe?	☐ 1	☐ 0
16. Is anyone hurting you?	☐ 1	☐ 0
17. Are you having trouble with drugs or alcohol?[2] *NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.*	☐ —	☐ —

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Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	☐ 1	☐ 0
19. Do you hurt yourself on purpose?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
21. Do you have plans to hurt others?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.*	☐ 2	☐ 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	☐ 2	☐ 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	☐ 2	☐ 0

Total Score: 0

If score is 0 – 5, refer to the MCP per instruction #11

If score is 6 or above, refer to the MHP per instruction #11

1 Questions 6, 7, and 9 are not scored. A response of "Yes" results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.

2 Question 17 is not scored. A response of "Yes" results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.

3 A response of "Yes" to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

Clear Form

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Youth Screening Tool for Medi-Cal Mental Health Services

Respondent on Behalf of Youth

Name:	Date of Birth:
Age:	***NOTE:*** *If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."*
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? ***NOTE:*** *If yes, do not finish the screening and handle according to existing emergency or crisis protocols.*	☐ Yes ☐ No
2. Are you calling about yourself or about someone else? ☐ Self ☐ Someone else • If calling about someone else, who are you calling about and what is your relationship to them? ***NOTE:*** *If calling about themself, switch to the "Youth Respondent" version of the tool.*	
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? ***NOTE:*** *If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.*	☐ Yes ☐ No
5. When was the last time the child/youth saw their pediatrician or primary care provider? ***NOTE:*** *If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.*	

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Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
7. Is the child/youth currently in foster care or involved in the child welfare system?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	☐ 1	☐ 0
9. Is the child/youth currently without housing or a safe place to sleep?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
10. Has the child/youth ever been without housing or a safe place to sleep?	☐ 1	☐ 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	☐ 1	☐ 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	☐ 1	☐ 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	☐ 1	☐ 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	☐ 1	☐ 0
15. Does the child/youth feel unsupported or unsafe?	☐ 1	☐ 0
16. Is anyone hurting the child/youth?	☐ 1	☐ 0

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol?[2] ***NOTE:*** *If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.*	☐ —	☐ —
18. Is anyone in the child/youth's family or who lives with them having trouble with drugs or alcohol?	☐ 1	☐ 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
21. Does the child/youth have plans to hurt others?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.*	☐ 2	☐ 0
22. Has someone outside of the child/youth's family said that the child/youth needs help with anxiety, depression, or their behaviors?	☐ 2	☐ 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	☐ 2	☐ 0
Total Score: 0 **If score is 0 – 5, refer to the MCP per instruction #11** **If score is 6 or above, refer to the MHP per instruction #11**		

Clear Form

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1 Questions 6, 7, and 9 are not scored. A response of "Yes" results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.

2 Question 17 is not scored. A response of "Yes" results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.

3 A response of "Yes" to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

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Appendix D – RTC Packet

Residential Treatment Center (RTC)

□ Referral Packet □ Notice of Existing Placement

To initiate search for residential placement OR provide notice of existing placement- Please provide:	
□ **Completed RTC Form**	□ **Access to student record in SIRAS**
□ **Cover letter outlining circumstances, behaviors of concern and clinical need for RTC placement OR Outlining circumstances leading to placement and clinical need for the RTC placement. Include mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis**	□ **Student attendance record and transcript**
□ **A Parent Consent to Release and Exchange Information for MCBH** ***(MCBH must also obtain ROIs forRTCs)**	□ **Mental health assessment/ERMHS assessment**
□ **Current list of medications with dosages, if applicable**	□ **Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable**
□**Copies of incident report(s)from current or prior RTC placements, if applicable**	□ **Discharge summaries from prior RTC placement(s), if applicable**

Upload RTC Packet to student record in Siras and email to: 415Education@countyofmonterey.gov	Please indicate "RTC Packet" in Subject line of email and include SSID in body of email.

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Residential Treatment Center (RTC) Form

Student Name: _____ Date: _____

SSID ID: _____ DOB: _____ Gender: _____

Ethnicity: _____ Primary Language: _____

Street Address: _____

City: _____ Zip Code: _____

Phone Number: _____ Alternate Number: _____

Parent/Legal Guardian: _____

Relationship to client: _____ Primary Language: _____

School of Attendance: _____ School District: _____

Others involved with client:

Parent/Legal Guardian_____ Phone_____
IEP Case Carrier _____ Phone _____
School Therapist_____ Phone _____
Other Provider_____ Phone _____
DSES Worker_____ Phone _____
Probation Officer _____ Phone _____

Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are causing them to require residential treatment.

_____
_____
_____
_____
_____
_____

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

What services and interventions are currently being provided to address this behavior?

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Appendix E – Out-of-State Nonpublic School Placement Notice

Out-of-State Nonpublic School Placement Notice

In accordance with California *Education Code* 56365(f), within 15 days of an out-of-state placement decision, the placing Local Educational Agency is required to submit this completed form to the California Department of Education at the following address:

California Department of Education
Nonpublic Schools Unit
1430 N Street, Suite 2401
Sacramento, CA 95814
Phone: 916-327-0141
Fax: 916-327-0843
Email: NPS@cde.ca.gov

Placing Local Educational Agency (LEA) Information

Name of Placing LEA:					
Address:					
City:		**State:**		**ZIP:**	
LEA Contact Name:		**Phone:**			
LEA Contact Email:					
Signature:					

Student Information

Student's California Issued Statewide Student Identifier (SSID Number):	
Student's Date of Birth:	

Nonpublic School (NPS) Information

NPS Name:						
Address:						
City:			**State:**		**ZIP:**	
Is NPS CDE-Certified?	**Yes**		**No**			
NPS Contact Name:						
NPS Contact Telephone:						
NPS Contact Email:						
Date of Student Placement:						
Anticipated Date of Return to a California Placement:						

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Describe the special education and related services provided by the out-of-state program placement.

List and identify the costs of the special education and related services provided. Use additional sheets, if necessary.

Describe the efforts made by the placing agency to locate an appropriate public school, NPS, or a combination thereof, within the State of California. List all steps taken and all schools contacted. Use additional sheets, if necessary.

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Appendix F – HART Referral Packet

Home Alternative to Residential Treatment (HART)
Referral Packet

Please provide:	
□ **Completed HART Referral Form**	□ **Mental health assessment/ERMHS assessment**
□ **Release of Information to "Aspiranet"** □ **Release of Information to "JDT Consultants"** □ **Release of Information to MCBH** ***(MCBH must also obtain ROIs for HART Contract Providers)**	□ **IEP Documents:** **IEP 3** **IEP 7** **IEP 8**
Submit upload HART Referral Packet student record in Siras and email to:	415Education@countyofmonterey.gov Please indicate "HART Referral" in Subject line of email and include SSID in body of email.

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

HART REFERRAL FORM

Student Name: _____ Date: _____

SSID ID: _____ DOB: _____ Gender: _____

Ethnicity: _____ Primary Language: _____

Street Address: _____

City: _____ Zip Code: _____

Phone Number: _____Alternate Number: _____

Parent/Caregiver: _____

Relationship to client: _____ Primary Language: _____

School of Attendance: _____ School District: _____

Others involved with client:
Parent/Legal Guardian_____ Phone_____
Educational Case Carrier _____ Phone _____
School Therapist_____ Phone _____
Other Provider_____ Phone _____
DSES Worker_____ Phone _____
Probation Officer _____ Phone _____

Please check all that apply:

□ Yes □ No Is it highly likely that without additional short-term support of ART services, one of the following will occur? (Please check all that apply).

□The student will need to be placed in residential treatment the student's behaviors or symptoms are jeopardizing current placement.

□The student is returning home from residential treatment and needs HART services support to transition to a lower level of care.

□ Yes □ No Does the student have specific target behavior(s) or social emotional issues impacting academic progress that puts him/her at risk for residential treatment or at risk of being unable to transition to a lower-level placement?

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Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are putting them at risk of residential treatment.

_____
_____
_____
_____
_____
_____

What services and interventions are currently being provided to address behavior(s) of concern?

_____

# of hours of HART services per week approved by IEP team _____

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Appendix G – HART Brochure

HART

HART services are IEP driven, accompany individual mental health services, and can largely provided in the home, and also in school and community settings, to address your child's treatment goal focused on improving social and emotional development linked to severe mental health needs by teaching them and their parents/ caregivers prosocial replacement skills to use in response to challenging situations, feelings, or emotions.

The HART program utilizes a child-centered, strength-based approach that allows families to have a voice in treatment planning and is based on your child's identified areas of social emotional need.

The Monterey County Behavioral Health's HART program was created in partnership with the Monterey County SELPA to assist students who, due to complex and severe social and emotional challenges, have been identified by their IEP team as being at imminent risk of residential treatment.

County of Monterey
Behavioral Health

331 North Sanborn St. Salinas

Phone: (831)784-2150
Fax: (831) 831-772-8154

HART
Home Alternative to Residential Treatment

Monterey County Behavioral Health (MCBH)



Home is where the HART is...

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What To Expect

* You will participate in IEP meeting to discuss addition of HART services
* Once the referral process is complete, the assigned HART Provider will contact you for an initial in-home visit to conduct an initial assessment.
* The HART provider's Clinician will assist you with outlining more specific treatment goals, barriers to success and develop a service plan then meet with you weekly address concerns.
* The HART provider will assign an Intervention Specialist to work with you and your child (2-3 times weekly for 6-10 hours on average) as previously agreed upon and outlined on IEP.

What to Expect cont.

* Coordination of Services (COS) meetings will be held in the home on a monthly basis to include you, your child, your child's mental health therapist, and the assigned HART Intervention Specialist to review your child's progress with services, effectiveness of the interventions, and make any changes to the treatment plan that are needed for your child to be successful.
* Your child's IEP team will meet with you as often as needed to adjust services and ensure that the level of services are sufficient to meet his or her social and emotional needs.
* Services will begin to fade out once your child has met his or her HART goal on the IEP and the IEP team agrees that the services are no longer needed.

In the event of an emergency, please call 911.

Community Crisis Line of Monterey County:

1-866-615-1060

Child and Adolescent Mobile Response Team (MRT) can be reached at 831-687-4379.

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos
Forward Together

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EXHIBIT B:
BILLING STRUCTURE AND PAYMENT RATES

I. SERVICES

All Mental Health Services offered by MCBH:

CALPADS	MCBH
Service: Individual Counseling Code: 510	**Service: Individual Therapy** Code: 342/272/345/772 SFC: 10-70
Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as social and emotional impairments impacting access to their academics, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.	
Service: Counseling and Guidance Code: 515	**Service: Group Therapy** Code: 352, 354, 356 SFC: 10-59
Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as social and emotional impairments impacting access to their academics, , social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.	
Service: Assessment Code: N/A SFC: 10-59	**Service: Assessment** Code: 332/392
Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.	

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Service: Social Work Services	**Service: Case Management/Brokerage**
Code: 525	Code: 302/202/222/305/382
SFC: 01-59	
Service Description:	
Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, providing one-on-one therapeutic behavioral intervention and support; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.	

II. BILLING STRUCTURE / PAYMENT RATE

MCBH shall submit to SELPA a monthly invoice in accordance with the following billing structure and payment rate.

A. **Mental Health Services**

MCBH shall invoice to SELPA one-twelfth (1/12th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services, referenced in section I, rendered to students during the term of the MOU since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each monthly invoice will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide Mental Health Services up to each School District's Total Annual Amount. The Total Annual Amounts per district are estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes, or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **$3,788,612.00.**

School District	**Total Annual Amount**
Alisal Union School District	$428,963.00
Big Sur Union School District	$3,532.00
Gonzales Unified School District	$180,705.00
Greenfield Union School District	$162,279.00
King City Union School District	$163,422.00
Monterey County Office of Education (MCOE) Alternative Education	$64,060.00
Monterey County Office of Education (MCOE) Home Charter School	$42,069.00
Monterey County Office of Education (MCOE) TIP	$311,606.00

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Monterey Peninsula Unified School District	$345,867.00
North Monterey County Unified School District	$264,897.00
Salinas Union High School District	$1,145,792.00
Santa Rita Union Elementary	$165,171.00
Soledad Unified School District	$430,392.00
Spreckels Union School District	$61,194.00
Washington Union School District	$18,663.00
Grand Total	**$3,788,612.00**

B. **Home Alternative to Residential Treatment (HART)**
MCBH shall submit to SELPA a monthly invoice for the total cost of HART subcontracted services rendered during the term of the MOU. Each monthly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor's rates and unit of services, which varies by subcontractor. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **$461,101.00.**

C. **Residential Monitoring**
MCBH shall submit to SELPA a monthly invoice for the total cost of Residential Monitoring rendered during the term of the MOU. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each monthly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services and will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide Mental Health Services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year's number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **$32,300.00.**

D. **Residential Searching and Securing**
MCBH shall submit to SELPA a monthly invoice for the cost of Residential Searching and Securing rendered during the term of the MOU. The rate of service per client served is **$1,374.54**. Each invoice shall be based on number of clients served multiplied by the rate of service and will be submitted within their (30) days following the month of service.

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SELPA shall pay to MCBH the total costs to provide Residential Searching and Securing services. The Total Annual Amount is estimated based on 15 clients per FY. The Total Annual Amount is subject to change if the demand for services increases. Residential Searching and Securing shall be paid in arrears, not to exceed the total maximum amount of **$20,618.00.**

III. MAXIMUM ANNUAL LIABILITY

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **$4,302,631.00** for services rendered under this Agreement.

Services	**Estimated Amount**
Mental Health Services	**$3,788,612.00**
HART	**$461,101.00**
Residential Monitoring	**$32,300.00**
Residential Searching and Securing	**$20,618.00**
Total	**$4,302,631.00**

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.

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EXHIBIT C:
MCBH INSURANCE

MCBH certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then MCBH shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. MCBH shall maintain insurance or self-insurance of five million dollars ($5,000,000) per occurrence and coverage of five million dollars ($5,000,000) in the aggregate.

3. Worker's Compensation Insurance in a form and amount covering MCBH's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the SELPA and each of its member LEAs as a Supplemental Member with respect to this MOU for therapeutic services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of MCBH, its officers, directors, agents, and/or employees. MCBH, upon execution of this MOU, shall furnish the SELPA and each of its member LEAs with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the SELPA and each of its member LEAs of any modification, change or cancellation of any of the above insurance coverages.

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EXHIBIT D:
SELPA and MEMBER LEAs INSURANCE

The SELPA and each of its member LEAs certify that they maintain a program of insurance and self-insurance that covers each of their activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the SELPA and each of its member LEAs shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. The SELPA and each of its member LEAs shall maintain insurance or self-insurance of five million dollars ($5,000,000) and coverage of five million dollars ($5,000,000) in the aggregate.

3. Worker's Compensation Insurance in a form and amount covering the SELPA's and each of its member LEA's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Section 2 above shall be endorsed to include the County of Monterey as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the SELPA and each of its member LEAs, their officers, directors, agents, and/or employees. The SELPA and each of its member LEAs, upon execution of this MOU, shall furnish MCBH with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCBH of any modification, change, or cancellation of any of the above insurance coverages.

Introduced: 5/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with A&A Health Services, LLC for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a total agreement amount of $729,444 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($72,944) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $802,388.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with A&A Health Services, LLC for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a total agreement amount of $729,444 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($72,944) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $802,388.

SUMMARY:

The County of Monterey Health Department, Behavioral Health Bureau, requests approval of an Agreement with A&A Health Services, LLC to provide Board and Care services to Monterey County adult residents with severe psychiatric disabilities.

DISCUSSION:

A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. The A&A Health Services program is designed to successfully assist residents to reintegrate into the community and prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Approval of this Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act) and the California Code of Regulations Titles 9 &22 and sustains the continuity of core services to seriously mentally ill clients of Monterey County.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an

additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 Realignment funding. The funds for this Agreement are included in the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors Strategic Plan Goal of well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared By: Jacqueline A. Goetz, Management Analyst II, 755-8419
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 5/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with A&A Health Services, LLC for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a total agreement amount of $729,444 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($72,944) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $802,388.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with A&A Health Services, LLC for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a total agreement amount of $729,444 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($72,944) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $802,388.

SUMMARY:
The County of Monterey Health Department, Behavioral Health Bureau, requests approval of an Agreement with A&A Health Services, LLC to provide Board and Care services to Monterey County adult residents with severe psychiatric disabilities.

DISCUSSION:
A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. The A&A Health Services program is designed to successfully assist residents to reintegrate into the community and prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Approval of this Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act) and the California Code of Regulations Titles 9 &22 and sustains the continuity of core services to seriously mentally ill clients of Monterey County.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or

terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 Realignment funding. The funds for this Agreement are included in the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors Strategic Plan Goal of well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Dynamic Organization and Employer of Choice

Prepared By: Jacqueline A. Goetz, Management Analyst II, 755-8419
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **A&A HEALTH SERVICES, LLC** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

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"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2026** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service

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Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify

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the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all

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services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing

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or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made

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in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this

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Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its

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own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

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organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
831.755.4580

CONTRACTOR

Betty Dominici
CEO / Principal-Founder
A&A Health Services, LLC
2700 Camino Ramon, Suite 110
San Ramon, CA 94583
415.710.7538

Docusign Envelope ID: 9AC30B78-3029-8BFE-819E-7182F9BCB417

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/11/2026 | 2:01 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 5/12/2026 | 9:41 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A&A HEALTH SERVICES, LLC
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: BC039F784F514E7...
(Signature of Chair, President, or Vice-President) *

Betty Dominici – CEO/Principal-Founder
Name and Title

Date: 5/11/2026 | 11:19 AM PDT

By: Signed by: John Ramsbacher 099735D46D8F456...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

John Ramsbacher - Principal-Manager
Name and Title

Date: 5/11/2026 | 12:38 PM PDT

County Board of Supervisors' Agreement Number: _____

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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I. EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

A&A Health Services, LLC
2700 Camino Ramon, Suite 110
San Ramon, CA 94583

Adult Residential Facility address:
13956 San Pablo Avenue
San Pablo, CA, 94806

II. CERTIFICATION/TYPE OF FACILITY LICENSE

A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. CONTRACTOR must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. CONTRACTOR must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to COUNTY (Monterey County Behavioral Health Bureau; MCBHB).

III. SERVICE REQUIREMENT

MCBHB has developed a residential care registry of Monterey County clients in the program. A&A Health Services, LLC will accommodate eight (8) MCBHB System of Care clients who have serious mental illness.

A&A Health Services, LLC is licensed for adult and elderly populations, both ambulatory and non-ambulatory.

IV. PROGRAM GOALS AND OBJECTIVES

In order to receive payment for the care of individuals who are enrolled clients of MCBHB, CONTRACTOR must be licensed by the State of California Community Care Licensing; submit a monthly Cost Reimbursement Invoice Form as Exhibit G, and provide services that will accomplish the following goals and objectives:

GOAL #1 For clients who require the management of behavioral problems, CONTRACTOR shall provide a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.

Objectives:

1a. CONTRACTOR shall participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client

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within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.

1b. CONTRACTOR shall work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

1c. CONTRACTOR shall attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.

1d. CONTRACTOR shall work cooperatively with and provide information to the MCBHB Case Manager to facilitate the evaluation of those clients deemed to require re-admission.

GOAL #2 CONTRACTOR shall assist the client to become more responsible to take medications as prescribed by the treating physician.

Objectives:

2a. CONTRACTOR staff shall transport the client to, and/or will monitor, visits for psychiatric treatment at MCBHB.

2b. CONTRACTOR staff shall attend scheduled medication evaluation and planning appointments and will work with MCBHB staff when medications are changed.

2c. CONTRACTOR shall store and dispense medication in an approved and effective manner, following State guidelines.

2d. CONTRACTOR shall maintain an updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

GOAL #3 CONTRACTOR shall encourage the client to use treatment services and develop continuing support systems.

Objectives:

3a. CONTRACTOR shall provide transportation for the client to attend services and programs as outlined in each client's individual care plan.

3b. CONTRACTOR shall educate and encourage the client to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.

3c. CONTRACTOR staff shall cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan.

3d. CONTRACTOR shall document client attendance at community programs in each client's folder.

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GOAL #4 **CONTRACTOR shall encourage the client's use of leisure time in a constructive manner.**

Objectives:

4a. CONTRACTOR shall encourage clients to develop regular daily activities or routines.

4b. CONTRACTOR shall hold a weekly group session and provide a weekly outing.

4c. CONTRACTOR shall post information on a monthly basis about programs, groups and activities that are provided by community agencies; facility activities to supplement those provided by community agencies; and all other activities and group sessions for the general and specialized needs and interest of clients.

GOAL #5 **CONTRACTOR shall encourage the client to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

5a. CONTRACTOR staff shall encourage, track, monitor, and reinforce the maintenance of an acceptable level of personal hygiene and grooming by the client, as well as teach self-care when needed.

5b. CONTRACTOR shall provide adequate supplies and materials to accomplish this goal.

5c. CONTRACTOR shall ensure that the client receives an annual medical evaluation and dental check-up and will record the date and results of both in the client's folder.

5d. CONTRACTOR shall monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.

GOAL #6 **CONTRACTOR shall provide services in a manner that reflects an understanding of the specialized needs of the mentally ill.**

Objective:

6a. CONTRACTOR shall ensure that all administrative staff and staff responsible for the supervision of clients are in compliance with Residential Care Facility training requirements as established by the State of California, and that such training is maintained as mandated by the State.

GOAL #7 **CONTRACTOR shall allow the staff of the MCBHB access to the facility, to the extent authorized by law.**

Objective:

7a. CONTRACTOR shall work with the staff of the MCBHB to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

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V. PROGRAM OUTCOMES

The A&A Health Services program is designed to prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Clients will leave A&A Health Services facilities with an understanding of their diagnosis, health challenges, medication awareness, trigger awareness, and a variety of individualized coping skills.

Clients will also have an understanding of community resources, their options for school and/or employment where appropriate, a recovery plan for substance abuse where applicable, and a mental health relapse prevention plan.

VI. TREATMENT SERVICES

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff, initially, and at least every ninety (90) days thereafter. A copy of the completed assessment will be reviewed, scored and approved by the Unit Supervisor. The Behavioral Health Service Manager must certify and approve the assessment for admittance and continuance of the client in the program.

County agrees to provide A&A Health Services names and contact information for Case Managers and/or Conservators in the event of emergencies.

MCBHB agrees that in the event clients placed at the facility are no longer conserved by Monterey County, CONTRACTOR will be notified as to the change of Conservator status. In addition, MCBHB agrees to continue case management responsibility for any client whose Monterey County conservatorship terminates while at CONTRACTOR's facility.

Augmented services provided by A&A Health Services such as transportation outside of Contra Costa County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

VII. BED HOLDS

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalization (Medical and/or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above; extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

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VIII. NOTICE OF TERMINATION

COUNTY will give CONTRACTOR a written one-week notice upon terminating a resident's placement at CONTRACTOR'S facility. COUNTY will be responsible for payment of the term indicated in the termination notice in the event residents are moved from CONTRACTORS facility without provision of a one-week written notice, or before the date indicated on the notice.

IX. DESIGNATED CONTRACT MONITOR

Tawnya Majeski
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
299 12th Street
Marina, CA 93933
Telephone: 831.647.7680
Email: majeskit@countyofmonterey.gov

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II. PAYMENT TYPES

RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rate.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total contract maximum of **$729,444.**

III. 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.

IV. PAYMENT RATE

A. Board and Care Service Rate:

Board and Care shall be paid from the clients Supplemental Security Income (SSI) or Supplemental Security Income/Social Security Administration (SSI/SSA) benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or are not at a level to cover the standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.00 per month for a client who receives one check and $1,418.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California). These annual adjustments shall be effective without the need for any amendment to this Agreement.

In addition to the SSI/SSA monthly residential rate described above, COUNTY agrees to pay a $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Client is removed from A&A Health Services or SSI/SSA benefits are restored.

Board and Care Service				
FY Period	**Board & Care Monthly Service**	**Number of Months**	**Estimated # of Clients Per Month**	**Maximum Annual Amounts**
July 1, 2026 - June 30, 2027	$1398-$1418	12	4	$68,064
$3 / Day Personal & Incidental Allotment				$4,380
TOTAL MAXIMUM COUNTY OBLIGATION:				**$72,444**

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B. Board and Care Supplemental Rate:

1. The COUNTY agrees to pay an augmentation to the SSI/SSA rate based on the service descriptions and rates outlined in the following tables and shall be subject to the applicable cost report provisions of this Agreement:

a. Standard Board and Care Service Level Units:

Board and Care Service Supplemental Rate				
FY Period	**Board & Care Daily Rate**	**Number of Days**	**Estimated # of Clients Per Day**	**Maximum Annual Amounts**
July 1, 2026 - June 30, 2027	$225	365	8	$657,000
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$657,000**

V. PAYMENT CONDITIONS

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

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

MCHDBHFinance@countyofmonterey.gov

B. 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.

C. 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.

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D. 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.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

A F. 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.

VI. 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 **$729,444** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year:

Funded Period	1991 Realignment	Total Amount per FY
July 1, 2026 - June 30, 2027	$729,444	$729,444
FUNDING TOTALS:	**$729,444**	**$729,444**

COUNTY retains the right to adjust funding sources as may be required.

C. Maximum Annual Liability:

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
July 1, 2026 - June 30, 2027	$729,444
TOTAL MAXIMUM LIABILITY	**$729,444**

D. 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

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be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. 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.

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

VI. BILLING AND PAYMENT LIMITATIONS

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, 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.

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VIII. AUTHORITY TO ACT FOR THE COUNTY

B 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:
BC639F784F514E7...
Signature of Authorized Representative

5/11/2026 | 11:19 AM PDT
Date

A&A HEALTH SERVICES, LLC
Business Name of Contractor

BETTY DOMINICI
Name of Authorized Representative (printed)

CEO / PRINCIPAL-FOUNDER
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	A&A HEALTH SERVICES, LLC		
Name of Designee	BETTY DOMINICI		
Title of Designee	CEO / PRINCIPAL-FOUNDER		
Street	2700 CAMINO RAMON, SUITE 110		
City	SAN RAMON	State CA	Zip 94583
IRS Employer Identification Number		84-4270782	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signed by: BC639F784F514E7... Signature of Contractor		Date 5/11/2026 | 11:19 AM PDT	
Title of Contractor: CEO / Principal-Founder			

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

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- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of

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cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signed by:
BC639F784F514E7...
Signature of Authorized Representative

5/11/2026 | 11:19 AM PDT
Date

A&A HEALTH SERVICES, LLC
Contractor (Organization Name)

BETTY DOMINICI
Name of Authorized Representative (printed)

CEO / PRINCIPAL-FOUNDER
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **JULY 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **A&A HEALTH SERVICES, LLC** ("Business Associate") (each a "Party" and collectively the "Parties").

III. RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

IV. AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate

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government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity

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of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R.
§ 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate

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this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

A&A HEALTH SERVICES, LLC

Attn: Betty Dominici
CEO/Principal-Founder
2700 Camino Ramon, Suite 110, San Ramon, CA 94583
Phone: 415.710.7538
Fax: N/A
Email: betty@aaahealthservices.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831.755.4018
Fax: 831.755.4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

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5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after

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notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: BC639F784F514E7...	By: _____
Print Name: **BETTY DOMINICI**	Print Name: **ELSA M. JIMENEZ**
Print Title:**CEO/PRINCIPAL-FOUNDER**	Print Title:**DIRECTOR OF HEALTH SERVICES**
Date: 5/11/2026 | 11:19 AM PDT	Date: _____

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice : (Check if Yes)	
BH Division :		BH Control Number	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

Docusign Envelope ID: 9AC30B78-3029-8BFE-819E-7182F9BCB417

EXHIBIT H: BUDGET AND EXPENDITURE REPORT

EXHIBIT H

Vendor Name

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
A. PROGRAM REVENUES				
Requested Monterey County Funds				
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		-	-	–
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2	Salaries and wages			
3	Payroll taxes			
4	Employee benefits			
5	Workers Compensation			
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting documents)			–
9	Client Transportation Costs and staff mileage			
10	Employee Travel and Conference			–
11	Staff Training			–
12	Communication Costs			–
13	Utilities			–
14	Cleaning and Janitorial			–
15	Insurance and Indemnity			–
16	Maintenance and Repairs - Buildings			–
17	Maintenance and Repairs - Equipment			–
18	Printing and Publications			–
19	Memberships, Subscriptions and Dues			–
20	Office Supplies			–
21	Postage and Mailing			–
22	Legal Services (when required for the administration of the County Programs)			–
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			–

1 of 3

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EXHIBIT H

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			–
25	Rent and Leases - building and improvements			–
26	Rent and Leases - equipment			–
27	Taxes and assessments			–
28	Interest in Bonds			–
29	Interest in Other Long-term debts			–
30	Other interest and finance charges			–
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			–
32	Miscellaneous (please provide details)			–
33	**Total Program Expenditures**	$-	$-	**$-**
34	Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35	Salaries and wages (please include personnel and contract administration)			–
36	Payroll taxes			–
37	Employee benefits			–
38	Workers Compensation			–
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			–
40	Transportation, Travel, Training and Conferences			–
41	Data Processing (Computers & Technology)			–
42	Utilities (Telephone & Communications)			–
43	Cleaning and Janitorial			–
44	Insurance and Indemnity			–
45	Maintenance and Repairs - Buildings			–
46	Maintenance and Repairs - Equipment			–
47	Memberships, Subscriptions and Dues			–
48	Office Supplies			–
49	Postage and Mailing			–
50	Legal Services (when required for the administration of the County Programs)			–
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			–
52	Rent and Leases - building and improvements			–
53	Rent and Leases - equipment			–
54	Taxes and assessments			–
55	Interest in Bonds			–
56	Interest in Other Long-term debts			–
57	Other interest and finance charges			–

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EXHIBIT H

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			–
59	Miscellaneous (please provide details)			–
60	**Total Administrative Expenditures**	-	-	–
61	**Depreciation Expense**			–
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**			
63	**Total Allowable Program Expenditures**	-	-	–

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

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

    1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

    2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

    3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

    1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

Introduced: 5/18/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028 at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028 at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

SUMMARY:
The purpose of this Agreement is to establish a cooperative agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program.

DISCUSSION:
Santa Cruz County has advised the County of Monterey that Santa Cruz County DUI clients will be unable to enroll in a local licensed DUI program due to program closures in their county. Santa Cruz

County is seeking to utilize Monterey County's contracted DUI Program Provider, Sun Street Centers. Department of Health Care Services (DHCS) requires that any county seeking to utilize DUI Program services in another county enter into a formal agreement to outlining the referral and acceptance protocols.

DUI program closures create significant hardships for clients, limiting their ability to apply for a restricted driver's license and prolonging the timeline for full license reinstatement after completing DUI requirements. These closures may also increase the risk of recidivism, as consistent program participation is a key factor in reducing repeat offenses. Annual reports from the California Department of Motor Vehicles (DMV) have identified DUI program attendance as a critical component in lowering rates recidivism across California.

The County of Monterey's current DUI program(s) is able to provide services through Live Virtual Services, creating the opportunity to serve out-of-county clients. Santa Cruz County DUI clients participating in the County of Monterey contracted DUI Program will not impact or limit enrollment for County of Monterey DUI participants. In the event the County of Monterey's contracted DUI program experiences staffing shortages, it is agreed that County of Monterey participants will receive priority services. In the event of a staffing or service shortage arise during the period of the term of this Agreement, Santa Cruz County will be responsible for coordinating with the County of Monterey's contracted DUI program and to develop and implement a plan that supports Santa Cruz County participants without impact to County of Monterey participants.

This Agreement contains a 30-day "without cause" provision (Section 3), which provides that either of the parties may terminate the Agreement.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The office of the County Counsel and Risk Management have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement consists solely of operational protocol and contains no fiscal, insurance or indemnification provisions; therefore, there will be no financial impact as a result of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement will create a safe environment for people by allow continued access to substance use services for eligible residents within the community, aligning with the Strategic Plan Goal of Well-Being and Quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Rosie Mendoza, Management Analyst II, 262-1175
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Non-Standard Agreement

Introduced: 5/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028 at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

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The purpose of this Agreement is to establish a cooperative agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program.

DISCUSSION:
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Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Rosie Mendoza, Management Analyst II, 262-1175
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Non-Standard Agreement

Docusign Envelope ID: F1047B38-DD89-819A-81D6-7E20E3CECA6F

Non-Standard Agreement
Between
County of Santa Cruz Health Services Agency Behavioral Health Division
and County of Monterey
FY 25/26

1. INTRODUCTION

The purpose of this Non-Standard Agreement is to establish a cooperative agreement between County of Santa Cruz County Health Services Agency Behavioral Health hereinafter referred to as SANTA CRUZ, and the County of Monterey, hereinafter referred to as MONTEREY, to allow Out-of-County clients to enroll in a licensed Driving Under the Influence (DUI) Program, and for SANTA CRUZ to implement a contract with the DUI Program Provider MONTEREY is currently utilizing. SANTA CRUZ and MONTEREY may be collectively referred to as "PARTIES" and individually as "PARTY".

2. PURPOSE

A. Per Health & Safety Code (HSC) Section 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:
   1. The county where the person is convicted.
   2. The county where the person resides.
   3. A county that has an agreement with the person's county of residence pursuant to HSC Section 11838.

B. SANTA CRUZ has advised MONTEREY that SANTA CRUZ DUI clients will be unable to enroll in a local licensed DUI program due to Program Closures in their county. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver's license requirements, DUI clients are seeking alternative programs to enroll in.

C. DUI Program Closures create hardships for DUI clients, affecting their ability to apply for a restricted driver's license and extending the period for which their eligibility to receive full license reinstatement post-DUI completion.

D. DUI Program Closures place the public at risk for a higher number of DUI clients' recidivism, and DMV annual reports have validated DUI program attendance as a critical component of reduced recidivism in California.

E. MONTEREY's current DUI Program(s) are able to provide services using Live Virtual Services, which opens the opportunity to serve Out-of-County clients.

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3. TERMS AND CONDITIONS

A. **TERM:**
The term of this Agreement shall commence from the date of execution, through June 30, 2028, during which time DUI Program Services shall be provided to SANTA CRUZ clients through MONTEREY's DUI Program Services.

B. **TERMINATION**
PARTIES may terminate agreement for any reason with thirty (30) calendar days written notice.

C. **REIMBURSEMENT**
This Agreement is non-financial. SANTA CRUZ shall contract directly with DUI Program Provider for services.

D. **CLIENT PRIORITY:**
SANTA CRUZ's DUI participants to MONTEREY's contracted DUI Program will not impact or affect enrollment for MONTEREY's DUI participants. If MONTEREY's contracted DUI Program experiences staffing shortages, it is agreed that MONTEREY participants shall have priority. In the event of a shortage of staffing or services arise during the period of this Agreement , it is the responsibility of SANTA CRUZ to be in communication with MONTEREY's contracted DUI Program and to work on a plan to help support SANTA CRUZ's participants without impacts to MONTEREY's participants.

E. **NON-ASSIGNMENT:**
Neither PARTY shall assign, transfer or subcontract this Agreement nor their rights or responsibilities under this Agreement without prior written consent of the other PARTY.

F. **CONFIDENTIALITY:**
SANTA CRUZ shall maintain the confidentiality of all records and information, including, but not limited to, client records, and information, to the extent required by United States Code 42 (USC) 1320d et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and Code of Federal Regulations 42 (CFR) Part 2, to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with Welfare and Institutions Code (W&I) Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of Out-of-County DUI clients protected information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security,

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whichever is most restrictive. PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. SANTA CRUZ shall indemnify and hold harmless MONTEREY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by SANTA CRUZ, its officers, employees, or agents.

G. **INDEMNIFICATION**
SANTA CRUZ agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release MONTEREY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including SANTA CRUZ, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by SANTA CRUZ hereunder, whether or not there is concurrent negligence on the part of MONTEREY, but excluding liability due to the active negligence or willful misconduct of MONTEREY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SANTA CRUZ or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. SANTA CRUZ shall be liable to MONTEREY for any loss of or damage to MONTEREY property arising out of or in connection with SANTA CRUZ negligence or willful misconduct.

H. **NON DISCRIMINATION:** During the performance of this Agreement, PARTIES shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

I. **RELATIONSHIP OF PARTIES:** It is understood that this is an Agreement by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

J. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement contains the entire agreement of PARTIES relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both PARTIES.

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K. **ENFORCEABILITY AND SEVERABILITY:** The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

4. NOTICES:

All notices, correspondence, reports and/or statements authorized or required by this Agreement shall be addressed to the liaisons as follows:

SANTA CRUZ:

CASEY SWANK, DIRECTOR of SUDS
Health Services Agency
1400 Emeline Ave. Bldg. K
Santa Cruz, CA 95060

MONTEREY:

Rachel Amerault, LMFT 52142
Monterey County Behavioral Health
Services Manager II-Substance Use Disorder Team
831-258-8411 (work cell)

5. VOLUNTARY PARTICIPATION:

This Agreement is a voluntary agreement between SANTA CRUZ and MONTEREY. By signing this Agreement, PARTIES are evidencing their intent to abide by the terms of the Agreement as described above.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, PARTIES hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

COUNTY OF SANTA CRUZ

Signed by:
Connie Moreno-Peraza
EC90C0AA04B4434...
5/7/2026

Director of Health Services or Designee Date
Health Services Agency

Approved as to Form:
DocuSigned by:
F0F6FD189D784BF...
5/6/2026

Office of the County Counsel Date

Approved as to Insurances:
Signed by:
Gina Borasi
E4EADC5BA53B4DB...
5/7/2026

Risk Management Date

Approved as to County Policy:
DocuSigned by:
David Brown
A094299A4265452...
5/7/2026

County Executive Office Date

COUNTY OF MONTEREY

Director of Health Services Date

Approved as to Form:
Signed by:
Kevin Serrano
CF464EA4829E4B5...
5/13/2026 | 3:55 PM PDT

Office of the County Counsel Date

Approved as to Insurances:
DocuSigned by:
David Bolton
3E7A6EF11DD8440...
5/13/2026 | 4:23 PM PDT

Risk Management Date

Docusign Envelope ID: F1047B38-DD89-819A-81D6-7E20E3CECA6F

..Title

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
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..Report

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

SUMMARY:

The purpose of this Agreement is to establish a cooperative agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program.

DISCUSSION:

Santa Cruz County has advised the County of Monterey that Santa Cruz County DUI clients will be unable to enroll in a local licensed DUI program due to program closures in their county. Santa Cruz County is seeking to utilize Monterey County's contracted DUI Program Provider, Sun Street Centers. Department of Health Care Services (DHCS) requires that any county seeking to utilize DUI Program services in another county enter into a formal agreement to outlining the referral and acceptance protocols.

DUI program closures create significant hardships for clients, limiting their ability to apply for a restricted driver's license and prolonging the timeline for full license reinstatement after completing DUI requirements. These closures may also increase the risk of recidivism, as

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consistent program participation is a key factor in reducing repeat offenses. Annual reports from the California Department of Motor Vehicles (DMV) have identified DUI program attendance as a critical component in lowering rates recidivism across California.

The County of Monterey's current DUI program(s) is able to provide services through Live Virtual Services, creating the opportunity to serve out-of-county clients. Santa Cruz County DUI clients participating in the County of Monterey contracted DUI Program will not impact or limit enrollment for County of Monterey DUI participants. In the event the County of Monterey's contracted DUI program experiences staffing shortages, it is agreed that County of Monterey participants will receive priority services. In the event of a staffing or service shortage arise during the period of the term of this Agreement, Santa Cruz County will be responsible for coordinating with the County of Monterey's contracted DUI program and to develop and implement a plan that supports Santa Cruz County participants without impact to County of Monterey participants.

This Agreement contains a 30-day "without cause" provision (Section 3), which provides that either of the parties may terminate the Agreement.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The office of the County Counsel and Risk Management have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement consists solely of operational protocol and contains no fiscal, insurance or indemnification provisions; therefore, there will be no financial impact as a result of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement will create a safe environment for people by allow continued access to substance use services for eligible residents within the community, aligning with the Strategic Plan Goal of Well-Being and Quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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Prepared by: Rosie Mendoza, Management Analyst II, 262-1175
Approved by: Elsa M. Jimenez, Director of Health Services, 755-4526

Attachments:
Non-Standard Agreement is on file with the Clerk of the Board

Introduced: 5/18/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute Crisis Stabilization Unit (CSU) services, for a total agreement amount of $3,136,477 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($313,647) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $3,450,124.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Service Agreement with Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute Crisis Stabilization Unit (CSU) services, for a total agreement amount of $3,136,477 for the term of July 1, 2026 through June 30, 2027; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments that do not exceed 10% ($313,647) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $3,450,124.

SUMMARY:
The County of Monterey Health Department, Behavioral Health Bureau, requests approval of an Agreement with Community Hospital of the Monterey Peninsula for acute inpatient Medi-Cal and acute Crisis Stabilization Unit services.

DISCUSSION:
Community Hospital of the Monterey Peninsula provides inpatient and day treatment psychiatric services and Crisis Stabilization Unit (CSU) services to clients reimbursed under Medi-Cal. The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services to enable all clients to function at an optimum level within the community. The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department.

This Agreement provides $1,351.58 per day per client based on a negotiated rate in consideration of the Medi-Cal Hospital Services Regional Average Negotiated Rates for Acute Inpatient-Psychiatric

Services; $486.58 per day per client for Hospital Inpatient Administrative Day Services based on the most recent County Interim Rate set by the State until the County maximum reimbursement rate schedule is established; and $262.65 per client per hour for the CSU services.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 Realignment funding and Medi-Cal. The funds for this Agreement are included in the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors Strategic Plan Goal of well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared By: Jacqueline A. Goetz, Management Analyst II, 755-8419
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 5/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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SUMMARY:
The County of Monterey Health Department, Behavioral Health Bureau, requests approval of an Agreement with Community Hospital of the Monterey Peninsula for acute inpatient Medi-Cal and acute Crisis Stabilization Unit services.

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Community Hospital of the Monterey Peninsula provides inpatient and day treatment psychiatric services and Crisis Stabilization Unit (CSU) services to clients reimbursed under Medi-Cal. The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services to enable all clients to function at an optimum level within the community. The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department.

This Agreement provides $1,351.58 per day per client based on a negotiated rate in consideration of the Medi-Cal Hospital Services Regional Average Negotiated Rates for Acute Inpatient-Psychiatric Services; $486.58 per day per client for Hospital Inpatient Administrative Day Services based on the

most recent County Interim Rate set by the State until the County maximum reimbursement rate schedule is established; and $262.65 per client per hour for the CSU services.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2. Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 1991 Realignment funding and Medi-Cal. The funds for this Agreement are included in the Health Department's Behavioral Health (Fund 1310, Department 400005) Fiscal Year 2026-27 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors Strategic Plan Goal of well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared By: Jacqueline A. Goetz, Management Analyst II, 755-8419
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows:
Hospital Inpatient and Day Treatment Intensive Services on an Inpatient Fee-for-Service Medi-Cal program, and Crisis Stabilization Unit Services.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
EXHIBIT B: PAYMENT AND BILLING PROVISIONS- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: AUDITS AND AUDIT APPEALS
EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **JULY 1, 2026** and shall remain in effect until **JUNE 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

    a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

    b. A history of loss of license or felony convictions;

    c. A history of loss or limitation of privileges or disciplinary activity;

    d. A lack of present illegal drug use; and

    e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

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X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

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a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

b. They consider the needs of the clients;

c. They are adopted in consultation with contracting health care professionals; and

d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

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ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

J. Client Informing Materials

1. Basic Information Requirements

a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

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v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines
vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

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v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

4. Provider Directory

a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.

d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone.

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In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XIV. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XV. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit,

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cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections

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14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XVII. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and

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applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R.

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Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

J. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVIII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural

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competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XIX. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XX. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or

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particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XXI. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXII. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that

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ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXIII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
831.755.4580

CONTRACTOR

Mike McDermott, MD
President/CEO
Community Hospital of the Monterey Peninsula
PO Box HH
Monterey, CA 93942
831.625.4503

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/13/2026 | 4:03 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 5/14/2026 | 7:40 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Mike McDermott 5B7B5B88835740D...
(Signature of Chair, President, or Vice-President) *

MIKE MCDERMOTT, MD
PRESIDENT/CEO
Name and Title

Date: 5/12/2026 | 2:52 PM PDT

By: Signed by: Alicia Maitland 48672037DEA44DC...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

ALICIA M. MAITLAND
CHIEF FINANCIAL OFFICER
Name and Title

Date: 5/12/2026 | 3:21 PM PDT

County Board of Supervisors' Agreement Number: _____

*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 (California CorporationsCode, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign. [1]Approval by the Office of the County Counsel is required. [2]Approval by Auditor-Controller is required. [3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.

B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.

C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2026-27
Acute Inpatient - Psychiatric	90
Hospital Inpatient Administrative Day	10

* Notwithstanding anything to the contrary, the parties hereto understand and agree that the units of service limitations included in the Agreement for Acute Inpatient – Psychiatric and

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Hospital Inpatient Administrative Day apply to services provided for individuals with no coverage for whom the County is financially responsible, and do not apply to services provided to patients covered by Medi-Cal.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be authorized for payment by the COUNTY'S concurrent review process. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient's medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client's discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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EXHIBIT A: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

IV. PROGRAM GOALS

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

V. PROGRAM OBJECTIVES

A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.

B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Crisis Stabilization Unit Services.
Mode of Service: Hourly, as medically necessary, up to 23 hours of service in a 24-hr. period.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

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VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA

ADULTS – Admission / Inclusion / Exclusion Criteria:

Inclusion Criteria

a) Acute psychiatric episode as primary problem.
b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
c) 18 years of age or older.
d) Patient is cooperative and able to take direction.

Inclusion Considerations

a) Exceptions are determined by clinical leadership.

Exclusion Criteria

a) Actively in restraints.
b) Escalating agitation leading to aggressive behavior .
    i) Acutely at risk.
    ii) Impulsive aggressive behavior.
c) Elopement Risk.
d) Exceeds weight capacity.
    i) Weight Limit for recliners is 350 lbs.
e) Pending Medical Clearance.
    i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
    ii) Unstable vital signs without explanation.
    iii) Infectious disease patient requiring isolation.
    iv) Positive COVID-19 patients.
f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
g) Patients requiring 1:1 supervision and care.
h) Patients in the custody of any forensic staff for any crime.
i) Clinical Intoxication.
    i) To a level where patient is unable to participate in the observation process.
    ii) Without acute mood/psychotic symptoms.
    iii) Without exacerbation of underlying psychiatric condition.

Exclusion Considerations

a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
b) Patients on a LPS legal status does not preclude them from admission to the CSU.
c) Non–Ambulatory patients.
    i) Depending on details of mobility and assistance needs.

d) Inability to provide own care requiring assistance from more than one person.
e) Late pregnancy.
f) Use of restraints for a period of time with unresolved issue.

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Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.
e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

Continued Stay Criteria

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 23 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

a) The patient’s condition continues to meet admission criteria at this level of care.
b) The patient’s treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a patient’s continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual’s goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient’s clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

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Discharge Criteria

a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,
AND
b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:

Inclusion Criteria

Child/youth must meet all of the following Criteria:

a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
b) The child/youth must be 17 years of age or younger.
    i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
        (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
c) Requires intensive clinical monitoring.
d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
f) When possible, family are expected to participate in the care and stabilization of the child/youth.
g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
    i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

Exclusion Criteria

If one of the following is met, the child/youth is excluded from eligibility for the service:

a) The individual can be safely treated in a less restrictive or intensive level of care.
b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.

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d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.
e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).
e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

Continued Stay Criteria

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 23 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

a) The child/youth’s condition continues to meet admission criteria at this level of care.
b) The child/youth’s treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a child/youth’s continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention

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d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment. Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Discharge Criteria

a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU, **AND**
b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2

Philip Sherwood
Deputy Director of Behavioral Health
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
Telephone: 831.647.7714
Email: SherwoodP@countyofmonterey.gov

X. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI) – PROGRAMS 1 AND 2

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

PROGRAM 1 – Medi-Cal Fee-for-Service Program

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$126,508.**

II. PAYMENT CONDITIONS

A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.

B. In order to receive any payment under this Agreement, CONTRACTOR shall abide by the concurrent review process set forth by COUNTY. The California Code of Regulations, Title IX procedure and requirements below remain in place via the concurrent review process.

C. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.

D. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.

E. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.

F. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.

G. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

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H. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.
I. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

J. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2026 to June 30, 2027 as follows:

Service Description	MoS	SFC	FY 2026-27 Rate	UOS FY 2026-27	Grand Totals
Acute Inpatient - Psychiatric	5	10	$1,351.58	90	$121,642.20
Hospital Inpatient Admininstrative Day	5	19	$486.58	10	$4,865.77
				Total Estimated County Obligation:	**$126,508**

B. CONTRACTOR shall be paid the COUNTY'S Maximum Allowance (CMA) rate based on the most recent State's Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY'S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

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PROGRAM 2 – Crisis Stabilization Unit

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$3,009,969.**

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 CONTRACTOR'S compliance with policies and procedures specified in this Agreement, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **$262.65**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

CRISIS STABILIZATION UNIT					
Fiscal Year	**Units of Service (Hours)**		**Hourly Rate**	**Funding Source**	**Totals**
FY 2026-27	Adults (85%):	9740	$262.65	1991 Realignment/Medi-Cal FFP/SGF	$2,558,211
	Child/Youth (15%):	1720		2011 Realignment/Medi-Cal FFP/SGF	$451,758
	Total UOS:	11460			
TOTAL ESTIMATED COUNTY OBLIGATION:					**$3,009,969**

IV. PAYMENT CONDITIONS

A. 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 Cost Reimbursement Invoice Form provided as Exhibit H to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for

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reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit G Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

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

rendered to:

MCHDBHFinance@countyofmonterey.gov

B. 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.

C. 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.

D. 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 within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Agreement to submit claims to COUNTY for services provided from July 1, 2024 through the end of the month preceding the date on which the fully executed Agreement is delivered to CONTRACTOR via email.

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F. 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 – PROGRAMS 1 AND 2

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$3,136,477** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A. The not to exceed limits included under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2026 to June 30, 2027	$3,136,477
TOTAL COUNTY MAXIMUM OBLIGATION:	**$3,136,477**

C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.

D. If, as to 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.

E. 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.

F. 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. 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.

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B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY''S authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Business Name of Contractor

Signed by:
Mike McDermott
5B7B5B88835740D...
Signature of Authorized Representative

MIKE McDERMOTT, MD
Printed Name of Authorized Representative

5/12/2026 | 2:52 PM PDT
Date

PRESIDENT/CEO
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☑ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA	
Name of Contractor's Designee	MIKE McDERMOTT, MD	
Title of Designee	PRESIDENT/CEO	
Street: PO BOX HH		
City: MONTEREY	State: CALIFORNIA	Zip: 93942
IRS Employer Identification Number	94-0760193	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by: Mike McDermott 6B7B5B88826740D...

By _____ 5/12/2026 | 2:52 PM PDT

Contractor's Signature **Date**

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

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- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

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3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Contractor (Organization Name)

Signed by:
Mike McDermott
5B7B5B88835740D...
Signature of Authorized Representative

MIKE McDERMOTT, MD
Name of Authorized Representative (*printed*)

5/12/2026 | 2:52 PM PDT
Date

PRESIDENT/CEO
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective, **JULY 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** ("Business Associate") (each a "Party" and collectively the "Parties").

I. RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

II. AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is

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Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business

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Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an

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appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

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(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R.
§ 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy

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any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

Attn: Mike McDermott, MD-President/CEO
PO Box HH
Monterey, CA 93942
Phone: 831.625.4503
Fax: 831.658.3978
Email: mike.mcdermott@montagehealth.org

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road

Docusign Envelope ID: 14EE3FCE-C8F1-8F7D-82D9-60D5A295A9AA

Salinas, CA 93906
Phone: 831.755.4018
Fax: 831.755.4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Mike McDermott 5B7B5B88835740D...	By: _____
Print Name: **MIKE McDERMOTT, MD**	Print Name: **ELSA M. JIMENEZ**
Print Title: **President/CEO**	Print Title: **Director of Health Services**
Date: 5/12/2026 | 2:52 PM PDT	Date: _____

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice : (Check if Yes)	
BH Division :		BH Control Number	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

    1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

    2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

    3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

    1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. CONTRACTOR may exercise any appeal rights available to CONTRACTOR under State law. Once all of CONTRACTOR's appeal rights have been exhausted, or CONTRACTOR has waived such rights, COUNTY shall issue an invoice for any amount due. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit H. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

In order to receive and maintain designation by the Monterey County Board of Supervisors as a facility for 72-hour treatment and evaluation under Welfare and Institutions Code Section 5150, CONTRACTOR shall ensure that the operation of its facility for Section 5150 patients complies with the conditions set forth below. These conditions may be amended by COUNTY upon giving at least 60 days advance notice in writing CONTRACTOR. The conditions are as follows:

1) CONTRACTOR shall submit to the County Behavioral Health Director a description of psychiatric programs available at the LPS designated hospital. It is the designated hospital's responsibility to update this description of services whenever appropriate.

2) CONTRACTOR and all persons staffing the facility shall adhere to the requirements of the LPS Act including furnishing required reports to the County Behavioral Health Director.

3) CONTRACTOR and all persons staffing the facility shall adhere to the patients' rights requirements of the LPS Act.

4) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY in providing patients' rights services for private patients.

5) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY on account of CONTRACTOR's private patients as follows:

   a) In connection with certification review hearings at the administrative level, including but not limited to hearing officer costs and patients' rights advocate costs;

   b) In connection with court hearings, including, but not limited to, attorney's fees and costs;

   c) COUNTY shall send to CONTRACTOR within ten (10) working days following the service month being reported a report which details the aforementioned costs incurred by the COUNTY. The report shall include the patient's name; dates of service; time spent by the Advocate or Counsel; associated dollar amount;

   d) The charge rates are:

ADVOCATE:	$91.04 Per hour (fully loaded hourly rate)
HEARING OFFICERS:	$140.00 Per hearing
DEPUTY COUNTY COUNSEL:	$277.00 Per hour (fully loaded hourly rate)
SR. DEPUTY COUNTY COUNSEL:	$317.00 Per hour (fully loaded hourly rate)

   e) Charges shall be deducted from the CONTRACTOR'S monthly claim for service;

   f) Any disputed payments shall be handled in accordance with Section XXV, par. 9.

6) The facility shall have the capacity to ensure that patients are assessed and treated for medical problems.

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7) A facility may transfer a patient for valid clinical reasons if another facility agrees to accept the patient. The requesting facility will be responsible to pay for the transportation.

8) CONTRACTOR shall inform the County Behavioral Health Director of any serious incidents involving an involuntary patient.

9) The facility shall accept and treat patients based on bed vacancy rather than the patients' third party payor source.

10) The facility staff will not be authorized to initiate LPS Conservatorships and will refer all patients they consider in need of conservatorship to the Behavioral Health Division's Medical Director for evaluation.

11) The facility and treatment program will be reviewed on an annual basis by the County Health Department's Behavioral Health Division.

12) All facility staff with 5150 privileges will be annually designated by the Behavioral Health Director and will be required to have appropriate training if deemed necessary by the Behavioral Health Director.

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Introduced: 5/12/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chair of the Board of Supervisors to sign a no cost Memorandum of Understanding with County of San Mateo Human Services Agency serving as the lead for the Bay Area Consortium for Cash Assistance Program for Immigrants for the period of July 1, 2026 through June 30, 2030; and
b. Authorize the Chair of the Board to sign up to three amendments to this agreement where the amendments do not encompass payments or significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chair of the Board of Supervisors to sign a no cost Memorandum of Understanding with County of San Mateo Human Services Agency serving as the lead for the Bay Area Consortium for Cash Assistance Program for Immigrants for the period of July 1, 2026 through June 30, 2030; and
b. Authorize the Chair of the Board to sign up to three amendments to this agreement where the amendments do not encompass payments or significantly change the scope of work.

SUMMARY:
Cash Assistance Program for Immigrants (CAPI) is a program that assists specific residents with cash assistance. These residents must be aged, blind, or disabled legal immigrants and are not eligible to Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits, based on the immigration provisions of Public Law 104-193 and its amendments. The MOU informs the counties of their responsibilities to our residents as well as the consortium during the CAPI process and identifies the County of Mateo as the Fiscal Agent for the Consortium.

DISCUSSION:
CAPI provides cash assistance to our eligible immigrant population. The goal of CAPI is to promote economic self-sufficiency and a safety net for the most vulnerable immigrants residing within our county. This MOU provides the structure, for our residents to receive the aid they are entitled to, while reducing the workload of county staff within Community Benefits, as County of San Mateo, as the Fiscal Agent, is the county of responsibility for processing all CAPI case actions.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Department is collaborating with the County of San Mateo and other counties that make up the Consortium. County Counsel has approved the agreement as to form.

FINANCING:
The County of San Mateo Human Services Agency acts as the fiscal agent and will receive funds from the State of California to process CAPI payments for Consortium member counties. There is no impact to the County General Fund resulting from approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This MOU correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals ensuring our most vulnerable immigrant residents can secure financial resources available to them, to support their needs and improve their quality of life. It will also allow Monterey County staff to further focus on assisting all of our residents in need of CalFresh, CalWORKs and Medi-Cal services.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Aaron McDougal, Management Analyst II, x8558

Approved by: Roderick W. Franks, Director, x4430

Attachments: Memorandum of Understanding

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chair of the Board of Supervisors to sign a no cost Memorandum of Understanding with County of San Mateo Human Services Agency serving as the lead for the Bay Area Consortium for Cash Assistance Program for Immigrants for the period of July 1, 2026 through June 30, 2030; and
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This MOU correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals ensuring our most vulnerable immigrant residents can secure financial resources available to them, to support their needs and improve their quality of life. It will also allow Monterey County staff to further focus on assisting all of our residents in need of CalFresh, CalWORKs and Medi-Cal services.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Aaron McDougal, Management Analyst II, x8558

Approved by: Roderick W. Franks, Director, x4430

Attachments: Memorandum of Understanding

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 6E2FF79C-166C-8784-801B-DD3F0B611652

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE BAY AREA CAPI CONSORTIUM AND SAN MATEO COUNTY (HUMAN SERVICES AGENCY)

This MOU Agreement (the "Agreement"), effective as of July 1, 2026(the "Effective Date"), is by and between the Bay Area CAPI Consortium, a multi-county consortium comprised of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma, and Stanislaus counties (hereinafter referred to as the "Parties" or "member counties").

W I T N E S S E T H

WHEREAS Welfare & Institutions Code section 18937 authorizes counties to form consortia to administer the Cash Assistance Program for Immigrants (CAPI), which provides cash assistance to aged, blind and disabled legal immigrants who are not citizens and who successfully complete an application process; and

WHEREAS, the ten member counties listed form a Consortium, established on March 21, 2000 by Resolution 63488, for the efficient and effective administration of CAPI; and

WHEREAS, the County of San Mateo is a member of the Consortium and has agreed to be the Fiscal Agent for the Consortium.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. **Purpose.** The Cash Assistance Program for Immigrants ("CAPI") is a program that provides cash assistance to certain aged, blind and disabled legal immigrants who are not eligible for Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits, solely due to the immigration provisions of Public Law 104-193 and its amendments. The purpose of Resolution 63488 and this Agreement is to: identify the counties that wish to participate in the Bay Area CAPI Consortium, a multi-county Consortium to administer CAPI; identify the County of San Mateo as the Fiscal Agent for the Consortium; and to identify the respective responsibilities of the County of San Mateo, as Fiscal Agent, and the other member counties.
2. **Responsibilities of the County.** As the lead agency of the Bay Area CAPI Consortium, the County of San Mateo will perform the following administrative tasks for the member counties:
   a) Provide member counties with pre-addressed envelopes with County of San Mateo contact information to give to clients ("clients" used herein to refer to applicants, recipients, and/or individuals) to return verifications and/or forms to the County of San Mateo directly.
   b) Follow up with clients on information requested by their residence county regarding information necessary to determine eligibility for CAPI.

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c) Send requests to clients for any additional information/verifications needed to process applications.
d) Respond to calls from clients and member counties.
e) Make necessary entries in California Statewide Automated Welfare System CalSAWS.
f) Scan all required supporting documentation into the County of San Mateo Document Management System, CalSAWS.
g) Determine CAPI eligibility and approve or deny applications within application timeframes.
h) Issue CAPI payments to clients in a timely manner from CAPI funds made payable from the State of California to the County (the County of San Mateo's authority and responsibility to make CAPI payments is limited to CAPI funding received from the State of California).
i) Submit the completed disability packets received from clients or member counties to the Disability Determination Services Division (DDSD).
j) Revise budgets based on changes reported by clients.
k) Provide member counties access to the County of San Mateo CAPI Handbook, as needed.
l) Provide member counties with policy and procedural updates based on All County Welfare Director's Letters.
m) Provide member counties with current forms and revisions as they occur.
n) As CAPI training is offered by the State, the County of San Mateo will invite member counties to attend.
o) Maintain necessary fiscal records related to program administration.
p) Provide requested reports to member counties as needed via secure email.
q) Gather required statistical information required by the State of California from CalSAWS.
r) Process reimbursements from Social Security Administration (SSA) for all CAPI payments made to CAPI clients who have been approved for SSI and ensure such reimbursement is forwarded to the State.
s) Represent all Bay Area CAPI Consortium member counties at hearings.
t) Send all potential fraudulent cases to the associated member county for investigation and maintain communication regarding case information. Once the investigation outcome is determined by the member county, San Mateo will take the appropriate action.
u) Apply to the State of California for CAPI administration funding, receive said funding, and spend it as the County of San Mateo determines necessary in relation to the administration of CAPI.
v) Treat all documents in compliance with the Privacy Security Agreements that all Member Counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: http://www.cdss.ca.gov/Privacy-Policy and here https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pd

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3. **Responsibilities of Member Counties.** The member counties will:

a) Screen applicants for potential CAPI eligibility; discuss CAPI reporting responsibilities as part of the screening process and remind applicants/recipients at every contact thereafter.
b) Assist applicants in completing the application packet which must include SOC 814, SOC 453, SSP14, SOC 455, C-706, C-754 and any other forms required by the State.
c) Obtain Release of Information form (currently the C -706) from clients when appropriate.
d) Assist applicants claiming disability with Disability Eligibility Determination forms MC220 and MC223 and mail originals to the County of San Mateo.
e) Give clients a verification checklist, using the current Bay Area Consortium CAPI Transmittal form (C-761), with a due date of 10 calendar days.
f) Accept the initial CAPI application from clients, immediately date stamp and send application forms (or copies) and any additional information/verifications in pre-addressed envelopes or to expedite, use the SMC VirtualBox to submit to the County of San Mateo within **two business days** of the receipt of the application, including any applicable verifications already in county possession. (Note: clients may be advised to bring certain documents, i.e., verification of immigrant status, into their county office to avoid mail loss/expense of certified mail; member county will make copies of such documents and forward to the County of San Mateo).
g) Give applicants CAPI informational handout form C-755 (CAPI "Now What?" flyer).
h) **To expedite application processing, member counties are requested to** transmit application documents to the County of San Mateo with the standard Bay Area Consortium CAPI Transmittal form [C-761] preferably electronically via SMC VirtualBox. Select CAPI as the program. Member counties should keep a copy of all documents sent. Alternatively, member counties can also send it via fax: 650-301-8458. or mail it to:

San Mateo County Human Services Agency CAPI Unit PO
Box 25030
San Mateo, Ca 94402-9807

i) For clients designating an Authorized Representative (AR) to act on their behalf, have client complete and sign the current C-776 Authorized Representative for CAPI form.
j) Advise clients that applications will be processed by the County of San Mateo in its capacity as Fiscal Agent for the Bay Area CAPI Consortium.
k) Refer clients to contact San Mateo County at 1-800-648-0954 to obtain information related to CAPI.
l) Request pre-addressed envelopes with County of San Mateo contact information to give to clients to return verifications and/or forms to the County of San Mateo directly. Request can be submitted by calling 800-648-0954.
m) Respond within 2 business days to the County of San Mateo/client requests for documentation, including verification of client's GA/GR benefit (Notice of Action and/or system screenshot of month and benefit amount) necessary to process State Interim Assistance Reimbursement (IAR) upon approval for CAPI.
n) Within 2 business days, forward, via SMC VirtualBox or fax, any additional information provided/reported by the client.

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o) Within 2 business days, notify the County of San Mateo if SSI applications are approved or denied for a CAPI client from their county.
p) Complete the application process for other programs (Medi-Cal, CalFresh, General Assistance/General Relief, CalWORKs) when applicable.
q) Provide SSI advocacy services to clients, if applicable.
r) Investigate in a timely manner and prosecute clients who have fraudulently obtained benefits and reimburse the State and/or the County of San Mateo for money paid to clients who have fraudulently obtained benefits. Consortium counties must maintain communication with the County of San Mateo related to CAPI case investigation outcomes.
s) Will not add CAPI under the Other Program Assistance (OPA) page in CalSAWS, to avoid San Mateo County from discontinuing due to duplicate aid showing in CalSAWS erroneously.
t) Treat all documents in compliance with the Privacy Security Agreements that all member counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: http://www.cdss.ca.gov/Privacy-Policy and here: https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pdf

4. **Fiscal Responsibility Relating to Eligible Immigrant Clients and Clients to Whom General Assistance Has Been Paid**. The County of San Mateo will receive funds from the State of California and process CAPI aid payments to eligible immigrants, to the extent that State funds are available for the program and received by the County of San Mateo for that purpose.

   As the Fiscal Agent for the Consortium, when the County of San Mateo has received the corresponding CAPI payments, the County of San Mateo will follow these procedures for clients to whom General Assistance (GA) has been paid:

   a) Reimburse other member counties for General Assistance (GA) they have paid to clients in any month in which it is subsequently determined that the clients are eligible for and receives CAPI benefits.
   b) The difference between the full CAPI award amount and the General Assistance (GA) amount paid to clients will be remitted to the clients. This is contingent upon the participating member county informing the County of San Mateo, at the time the CAPI application is submitted to the County of San Mateo, that the member county is paying GA to the subject clients, and upon the County of San Mateo's receipt of corresponding CAPI payments from the State of California. Thereafter, the County of San Mateo will inform the member counties when clients are determined eligible for CAPI. Upon receipt of such notifications, member counties will not be reimbursed for GA provided to clients for month(s) following member county's receipt of the notification from the County of San Mateo. Where a member county has already processed the next scheduled GA payment to the clients, prior to the receipt of the notification from the County of San Mateo, member counties will receive standard reimbursement.
   c) When the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will reimburse the member county for the GA

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already paid to the clients.

5. **Payment in the Event of Impasse in the State Budget.** It is in the Parties' interest to continue the CAPI Program in the event the State is unable for any reason to make advance payment of CAPI funds. Notwithstanding any other provision of this Agreement, if the State does not advance CAPI funds to the County of San Mateo prior to the month for which the County of San Mateo is to issue CAPI assistance payments on behalf of the Consortium, and the failure to advance funds is due to a delay in the State budget, the County of San Mateo shall issue CAPI payments to eligible recipients, subject to and contingent upon all Parties' compliance with the following provisions:

   a) Within five (5) business days of the close of any month for which the County of San Mateo has issued CAPI assistance payments utilizing the County of San Mateo's funds, the County of San Mateo will issue to each member county an invoice indicating the amount of CAPI assistance payments issued by the County of San Mateo on behalf of the member county.
   b) Within ten (10) business days of receipt of the CAPI invoice for the previous month, the member county shall issue payment to the County of San Mateo equal to the amount of the invoice. If the County of San Mateo does not receive payment of the full amount within ten (10) business days, the County will not issue CAPI payments for that member county in the following month; and
   c) Upon resumption of the issuance of CAPI funds by the State to the County of San Mateo, and when sufficient such funds are available, the County of San Mateo shall reimburse each member county for the amount of county funds that member county issued to the County of San Mateo under this section of the Agreement. The County of San Mateo will reimburse itself for payments that were not received from member counties, as referenced in Paragraph 5(b).

6. **Term.** This Agreement shall be in effect as of July 1, 2026 and shall terminate on June 30,2030.

   The Consortium, upon consensus, may terminate this Agreement or a portion of the services referenced in this Agreement based upon unavailability of federal, state, or county funds, by providing written notice to the member counties as soon as is reasonably possible after the Consortium learns of the unavailability of outside funding.

   Any member county may withdraw from the Consortium upon thirty (30) days' written notice to the other Parties to this Agreement. Written notice must be issued by the officer or an authorized signatory agent designated in the signature section of this Agreement and mailed to:

   County of San Mateo Human Services Agency,
   Claire Cunningham, Director (or successor)
   500 County Center- 2nd floor, Redwood City, CA 94063

   Such notices shall be served by depositing them addressed as set out above, postage prepaid, and sent via U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

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7. **Authorizations.** Authorized signatory agents designated in the signature section of this Agreement, or their respective designees, are authorized to modify the Agreement and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by all Parties.

8. **Mutual Indemnification.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any responsibility, authority, or jurisdiction delegated to such Party under this Agreement. Neither Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any authority, responsibility, or jurisdiction delegated to such other Party under this Agreement.

   In the event of concurrent negligence of the County of San Mateo, its appointed or elected officials, officers, employees and/or agents, and any member county, its appointed or elected officials, officers, employees and/or agents, then the liability for any and all claims that arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence, with each party bearing its own attorney's fees and costs.

9. **Choice of Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Mateo County Superior Court.

10. **Construction.** All section headings are for reference only and shall not be considered in construing this Agreement.

11. **Severability.** If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be modified only as provided in section 7 and terminated as provided in section 6.

13. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and

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no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

14. **Representation re Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

15. **No Third-Party Beneficiaries.** Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.

16. **Conflict of Interest.** Each of the Parties shall avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this Agreement.

17. **Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this Agreement that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.

18. **Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[This Portion Intentionally Left Blank]

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ALAMEDA COUNTY

Authorized By: _____

Title: _____

Date: _____

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CONTRA COSTA COUNTY

Authorized By: _____

Title: _____

Date: _____

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MARIN COUNTY

Authorized By: _____

Title: _____

Date: _____

Docusign Envelope ID: 6E2FF79C-166C-8784-801B-DD3F0B611652

MERCED COUNTY

Authorized By: _____

Title: _____

Date: _____

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MONTEREY COUNTY

Authorized By: _____

Title: _____

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A46091E5DE63489...

Title: Deputy County Counsel

Date: 5/11/2026 | 3:58 PM PDT

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SANTA CRUZ COUNTY

Authorized By: _____

Title: _____

Date: _____

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SOLANO COUNTY

Authorized By: _____

Title: _____

Date: _____

Docusign Envelope ID: 6E2FF79C-166C-8784-801B-DD3F0B611652

SONOMA COUNTY

Authorized By: _____

Title: _____

Date: _____

Docusign Envelope ID: 6E2FF79C-166C-8784-801B-DD3F0B611652

STANISLAUS COUNTY:

Authorized By: _____

Title: _____

Date: _____

Approved as to Form

By: _____

Title: _____

Date: _____

Introduced: 5/13/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors for the period of July 1, 2026 through June 30, 2027, in the amount of $536,475; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($53,648) of the contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $590,123.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors for the period of July 1, 2026 through June 30, 2027, in the amount of $536,475; and
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SUMMARY:

This agreement supports Outreach, Long-Term Care Ombudsman, Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers Act (MIPPA) services to older adults residing in County of Monterey, covering all supervisorial districts. Service areas include all cities and communities located within the County of Monterey.

DISCUSSION:

This Agreement, awarded to the Alliance on Aging through RFP #10933 in May 2024, aligns with the Federal Older Americans Act (OAA) of 1965 to provide

- Bilingual-bicultural outreach to inform and enroll older adults into available services.
- Ombudsman services designed to protect the elderly in skilled nursing facilities and licensed

residential care facilities, by investigating complaints, facilitating resolutions, monitoring facilities, and providing training to program volunteers.
- Health Insurance Counseling and Advocacy Program (HICAP) services offering extensive assistance to older adults in applying for and maintaining Medicare insurance.
- Medicare Improvements for Patients and Providers Act (MIPPA) services, including enhanced outreach to eligible Medicare beneficiaries regarding preventive, wellness, and limited-income benefits; application assistance for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at disease prevention and wellness promotion.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding is provided by the Older Americans Act and Older Californians Act. Sufficient appropriations and estimated revenues in the Area Agency on Aging 001-5010-SOC010 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement aligns with the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting programs that enhance services promoting the health, independence, well-being, and quality of life of older adults, individuals with disabilities, and caregivers through coordinated efforts across Monterey County.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Thom De La Cruz, Management Analyst III, x3391
Approved by: Roderick Franks, Director, x4430

Attachment: Original Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Bilingual-bicultural outreach to inform and enroll older adults into available services.
Ombudsman services designed to protect the elderly in skilled nursing facilities and licensed residential care facilities, by investigating complaints, facilitating resolutions, monitoring facilities, and providing training to program volunteers.

Health Insurance Counseling and Advocacy Program (HICAP) services offering extensive assistance to older adults in applying for and maintaining Medicare insurance.
Medicare Improvements for Patients and Providers Act (MIPPA) services, including enhanced outreach to eligible Medicare beneficiaries regarding preventive, wellness, and limited-income benefits; application assistance for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at disease prevention and wellness promotion.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
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Mark a check to the related Board of Supervisors Strategic Plan Goals:

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____ Diverse and Thriving Economy
____ Administrative

Prepared by: Thom De La Cruz, Management Analyst III, x3391
Approved by: Roderick Franks, Director, x4430

Attachment: Original Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Alliance on Aging,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

outreach, Ombudsman, Health Insurance Counseling and Advocacy (HICAP) services and Medicare Improvements for Patients and Providers Act (MIPPA) services to adults aged 60 and older in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 536,475.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Michael MJ Donohue
Name
Executive Director
Title
247 Main St., Salinas, CA 93901
Address
(831) 758-4011
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/12/2026 | 3:47 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Andrew Valentine 25834C99491E449...
Auditor/Controller
Date: 5/12/2026 | 5:01 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Alliance on Aging
Contractor/Business Name*
By: Signed by: [signature] 5A4CE37E1B1C548...
(Signature of Chair, President, or Vice-President)
Mary Brusuelas Board President
Name and Title
Date: 5/11/2026 | 5:05 PM PDT
By: Signed by: Joel Jancsek B67C21C1CA4447B...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Joel Jancsek, Board Treasurer
Name and Title
Date: 5/12/2026 | 3:25 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Alliance on Aging

Exhibit A	Scope of Work/Payment Provisions
Exhibit A-1	Scope of Work – Title III B, Outreach
Exhibit A-2	Scope of Work – Title III B, Ombudsman
Exhibit A-3	Scope of Work – Title VII A, Ombudsman
Exhibit A-4	Scope of Work – Ombudsman Initiative
Exhibit A-5	Scope of Work – HICAP and SHIP
Exhibit A-6	Scope of Work – MIPPA (SHIP, AAA, and ADRC)
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III B, Outreach
Exhibit C-2	Budget – Title III B, Ombudsman
Exhibit C-3	Budget – Title VII A, Ombudsman
Exhibit C-4	Budget – Ombudsman Initiative
Exhibit C-5	Budget – HICAP and SHIP
Exhibit C-6	Budget – MIPPA (SHIP, AAA, and ADRC)
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Equipment Purchase Guidelines
Exhibit D-5	Inventory Listing (AAA Area Plan & HICAP)
Exhibit D-6	Sample Quarterly Narrative Report
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting Certification

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SCOPE OF WORK/PAYMENT PROVISIONS

ALLIANCE ON AGING

A. TOTAL FUNDING: $536,475

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
Thomas De La Cruz, Management Analyst III
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3391
delacruzt@countyofmonterey.gov

Contractor Information:
Michael MJ Donohue, Executive Director
(831) 655-4240
mjdonohue@allianceonaging.org

Disaster Preparedness Coordinator:
Jody Rogers, Director of Operations
(831) 758-4011

Location of Services:
Alliance on Aging
Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940

Days and Hours of Service:
Monday to Friday, 9am to 5pm. Closed noon to 1pm

D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: G5RNR2HMXHM3
Date County Awarded Funding: 7/1/2026
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03, AAA-2526-32-05, AAA-2526-32-06, AAA-2627-32-01 and AAA-2627-32-02
CFDA and Dollar Amounts:

D.1 93.044 (Title III B, Outreach) $63,219
D.2 93.042 (Title III B, Ombudsman) $131,242
D.3 93.042 (Title VII A, Ombudsman) $40,062
D.4 Ombudsman Citation (PHF) $3,452
D.5 Ombudsman Initiative (SHF) $36,253
D.6 Ombudsman Initiative (SNF) $16,398
D.7 HICAP and SHIP $237,241
D.8 MIPPA (SHIP, AAA, and ADRC) $8,608

Federal Award Description:

D.9 Older Americans Act, Title III B, Supportive Services (Outreach & Ombudsman)

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D.10 Older Americans Act, Title VII A, Long Term Care Ombudsman
D.11 State Funds, Ombudsman Citation, Public Health Licensing & Certification Program Fund
D.12 State Funds, Ombudsman Initiative, State Health Facilities Citation Penalties Account
D.13 State Funds, Ombudsman Initiative, Quality & Accountability Senior Nursing Facilities

Department of Health and Human Services Administration for Community Living

D.14 Health Insurance Counseling and Advocacy Program (HICAP), State Health Insurance Assistance Program (SHIP)
D.15 Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC)

Research and Development: No
Indirect Cost Rate: 10%

This Agreement was awarded to Alliance on Aging through Request for Proposal (RFP) #10933 in May 2024. The initial term of the Agreement was for Fiscal Year (FY) 2024-25, with the option to extend for up to three (3) additional one (1) year terms for FY 2025-26, FY 2026-27, and FY 2027-28, subject to mutual agreement of the parties and continued availability of funding. This Agreement is currently in effect for FY 2026-27.

E. BACKGROUND:

For over 35 years, the Area Agency on Aging (AAA) has contracted with Alliance on Aging to deliver essential services, including Outreach, Ombudsman, and Health Insurance Counseling and Advocacy Program, to older adults and individuals with disabilities. The Title III B Supportive Services Outreach program helps seniors maintain their independence and improve their quality of life by ensuring they are informed about available resources. The Title VII Ombudsman Program advocates for residents in long-term care facilities, such as nursing homes, addressing complaints, protecting residents' rights, and striving to enhance the quality of care. Additionally, the Health Insurance Counseling and Advocacy Program offers free, impartial guidance to older adults and individuals with disabilities, helping them navigate the complexities of health insurance options, including Medicare, and advocating for their healthcare needs.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws, regulations and requirements, including but not limited to the following:

F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act]
F.7 California Department of Aging (CDA) Program Guide:

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The CDA Program Guide has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act (OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding

F.8 AAA Service Provider's Handbook:
CONTRACTOR shall comply with the policies and procedures established by the County of Monterey AAA as outlined in the AAA Service Providers' Handbook. The Handbook establishes local requirements and operational procedures applicable to all AAA funded service providers. An electronic version of the Handbook is available upon request and is incorporated into this Agreement by reference.

F.9 Copyrights:
Materials developed with funding from the CDA may be subject to copyright; however, the State reserves the right to copyright such materials. The COUNTY or CONTRACTOR shall not copyright materials funded by CDA unless prior written approval is obtained from the Director of CDA through the COUNTY. If approval is granted, the State retains a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute, and otherwise use the materials, in whole or in part, and to authorize others to do so, provided appropriate credit is given to the author. The COUNTY and CONTRACTOR shall maintain appropriate systems and internal controls to ensure that State funds are not used in violation of applicable copyright laws, including the acquisition, operation, or maintenance of computer software.

F.10 Records Retention:
The CONTRACTOR shall maintain complete and accurate records related to the performance of this Agreement, including financial, contractual, and program records; client or participant records; and electronic files documenting activities and expenditures under this Agreement. All records shall be available for inspection, review, and audit by the State, the COUNTY, or their authorized representatives during normal business hours.

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The COUNTY and CONTRACTOR shall retain all records, including confidential records, for at least five (5) years following issuance of the final closeout report or completion of any audit, unless a longer retention period is required by law, this Agreement, or by the CDA.

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**, attached. Services shall be provided to residents of Monterey County.

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

Recognizing that resources are limited, and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization

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- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**.

For expenditures that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the County of Monterey.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.
L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.
L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-4**. Current inventory listings of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibits D-5**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered,
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement,
- Royalties received on patents and copyrights from contract-supported activities, and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provides each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2027.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment shall be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

For Title IIIB Outreach, Title III and Title VII Ombudsman funded services the final invoice is due no later than June 10, 2027. CONTRACTOR acknowledges that all Title IIIB, Title III and

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Title VII Ombudsman funding under this Agreement shall be exhausted by May 31, 2027; however, services shall continue through June 30, 2027, with other program funding and shall be recorded as Cash Match. For HICAP funded services the final invoice is due April 10, 2027, with HICAP funding under this Agreement exhausted by March 31, 2027. For MIPPA funded services the final invoice is due September 10, 2026, with all MIPPA funding under this Agreement exhausted by August 31, 2026.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 20, 2027.

O. PAYMENT SUMMARY:

Funding Type	*July 1, 2026 through June 30, 2027*
Title III B, Outreach	$63,219
Title III B, Ombudsman	$131,242
Title VII A, Ombudsman	$40,062
Ombudsman PHF	3,452
Ombudsman SHF	$36,253
Ombudsman SNF	$16,398
SUB-TOTAL:	$290,626

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2026, to June 30, 2027, shall not **exceed two hundred ninety thousand, six hundred and twenty-six dollars ($290,626)**.

Funding Type	*July 1, 2026 through March 31, 2027*
HICAP, Reimbursements	$84,506
HICAP, State Fund	$42,257
HICAP, State Fund Augmentation	$52,789
HICAP, Federal SHIP	$57,689
SUB-TOTAL:	$237,241

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2026, through March 31, 2027, shall not exceed **two hundred thirty-seven thousand, two hundred and forty-one dollars ($237,241).**

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Funding Type	*July 1, 2026 through August 31, 2026*
MIPPA SHIP	$5,521
MIPPA AAA	$1,995
MIPPA ADRC	$1,092
SUB-TOTAL:	$8,608

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2026, through August 31, 2026, shall not exceed **eight thousand six hundred and eight dollars ($8,608)**.

GRAND TOTAL:	**$536,475**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2026, through June 30, 2027, shall not exceed **five hundred thirty-six thousand, four hundred and seventy-five dollars ($536,475)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #AAA-2526-32-03, AAA-2526-32-05, AAA-2526-32-06, AAA-2627-32-01 and AAA-2627-32-02. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

(End of Exhibit A)

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TITLE III-B (CFDA #93.044)
OUTREACH
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to Seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Outreach services shall be provided throughout all four regions of Monterey County by a bilingual/ bicultural (English/Spanish) staff person, who shall provide one-on-one contact through regular and predictable presence at identified sites. This staff person shall be dedicated exclusively to outreach activities. Printed materials for all senior service programs shall be regularly distributed by staff. An all-agency flyer and outreach schedule shall be developed and distributed in English and Spanish. It shall include names, contact numbers and websites for senior service programs. Outreach staff shall participate in local community groups and events in order to identify potential clients. Although staff will maintain the strong partnerships developed over the years, emphasis shall be placed on seeking out new and non-traditional partners and strategies for reaching this hard to serve population. Ties shall be strengthened between faith communities, local businesses, law enforcement, neighborhood watch groups and the schools. Staff shall develop closer and more regular contacts with rural community newspapers and radio stations.

Staff shall conduct Benefits Check-Up screenings to assist older adults and individuals with disabilities in determining their eligibility for services and supports and provide enrollment assistance as needed.

One-on-one contact with individuals at Senior Benefit Clinics. Individuals are screened, determined eligible for services, and enrollment assistance is provided when needed.

A.1 Supportive Services:

Outreach (Non-Registered)

Unit of Service Definition:

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,800 to include 150 Benefits Check-Up screenings

Benchmark of Service Units to be delivered:

by September 30th:	1,450 Units	(25%)
by December 31st:	2,900 Units	(50%)
by March 31st:	4,350 Units	(75%)
by June 30th:	5,800 Units	(100%)

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A.2 Supportive Services:

Transportation (Non-Registered, i.e., distribution of Monterey Salinas Transit bus passes)

Unit of Service Definition:

Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. Provide resources to older adults that meet pre-determined criteria and use provided signature logs for tracking purposes. Follow prescribed procedures as established.

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be delivered: 4,200

300 (Weekly) Bus Passes = 14 Units Each

300 (Weekly) Bus Passes x 14 Units = 4,200 Total Units

Benchmark of Service Units to be delivered:

by September 30th:	75 Bus Passes = 1,050 Units (25%)
by December 31st:	150 Bus Passes = 2,100 Units (50%)
by March 31st:	225 Bus Passes = 3,150 Units (75%)
by June 30th:	300 Bus Passes = 4,200 Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. The Narrative Report shall be in the form set forth in **Exhibit D-6**.

CONTRACTOR shall provide participant signature logs to COUNTY for the distribution of Monterey Salinas Transit daily bus passes by the 10th day of the month for bus passes distributed in the previous month or as needed by the County Contract Manager.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide, if requested a corrective action plan to the COUNTY describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

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If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE III-B (CFDA #93.044)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:
Complaint Resolution Rate: This rate is based on the number of partially resolved or fully resolved complaints, divided by the total number of complaints.
Benchmark is to achieve **60.0%** completion or higher

A.2 Service and Definition:
Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **30** by June 30th

A.3 Service and Definition:
Work with Family Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **1** by June 30th

A.4 Service and Definition:
Information and Assistance to Facility Staff: This includes the count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **402** by June 30th

A.5 Service and Definition:
Information and Assistance to Individuals: This includes the count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **1,000** by June 30th

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B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) Reporting System.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR to attach copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the Area Agency on Aging (AAA) upon request describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B ***Ombudsman does not require a local cash/in-kind match.***

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TITLE VII-A (CFDA #93.042)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:

Community Education: This includes community education events where Ombudsman volunteers and/or staff participate in local health fairs, public gatherings, public meetings, or similar events to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.
Unit of Service Measurement: Each event
Estimated Service Units to be delivered: Benchmark of **12** by June 30th

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR shall attach a copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title VII-A does not require a local cash/in-kind match.

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OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide advocacy services for residents in long-term care facilities in Monterey County. CONTRACTOR is federally mandated to do complaint investigation and resolution on behalf of these vulnerable residents and their families or representatives.

Funding under this Agreement shall be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNFs). This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

A.1 Service and Definition:
Facility coverage at skilled nursing and residential care facilities where Ombudsman volunteers visit the facility and engage with residents and/or staff (other than respond to a complaint).

Benchmark is the percentage of facilities visited out of the total number in the County. The goal is to visit **100%** of the facilities each quarter.

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR shall attach a copy of ODIN data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the COUNTY/AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

The Ombudsman Initiative requires no local cash/in-kind match.

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HICAP STATE FUND,
HICAP REIMBURSEMENTS (INS FUND),
HICAP AUGMENTATION FUND,
FEDERAL SHIP FUNDS (CFDA #92.324)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide health insurance counseling and advocacy services to (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility and, (b) the public at large for Health Insurance Counseling and Advocacy Program (HICAP) community education services. Services shall be provided throughout the County of Monterey. CONTRACTOR must be in compliance with all Program Memoranda issued by the California Department of Aging.

A.1 Service and Definition:
Estimated Number of finalized intakes for each Public Service Area (PSA); Clients Counseled: **1,581**
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.

A.2 Service and Definition:
Estimated Number of Public and Media Events: **122**
Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.

A.3 Service and Definition:
Estimated Number of Contacts for all Clients Counseled: **1,581**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.

A.4 Service and Definition:
Estimated Number of Persons Reached at Public and Media Events: **2,998**
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements and printed outreach materials.

A.5 Service and Definition:
Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **59**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.

A.6 Service and Definition:
Estimated Unduplicated Number of Low-Income Beneficiaries: **454**

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Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).

A.7 Service and Definition:
Estimated Unduplicated number of English as Second Language Contacts: **507**
Note: This is the number of unduplicated English Second Language (ESL) where the Medicare beneficiary's Primary Language is not English.

A.8 Service and Definition:
Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,130**
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D

Benchmark of Services Provided: CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 quarterly, as reported in the CONTRACTOR'S quarterly report. There shall be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by March 31, 2027, **100%** of specified services shall have been provided.

CONTRACTOR shall use the State HICAP fund augmentation to provide for the equivalent of at least 1.0 full-time Volunteer Coordinator.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 15, 2026, January 15, 2027, April 15, 2027, and July 15, 2027. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace HICAP PMP data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

CONTRACTOR shall complete and submit the HICAP Work Plan and the HICAP Semi-Annual Narrative Report (using templates provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

HICAP does not require a local cash/in-kind match.

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MIPPA-SHIP, MIPPA-AAA, AND MIPPA-ADRC
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY 2026-27. CDA shall evaluate achievement of performance benchmarks for the reporting period ending June 30, 2027.

A.1 Service and Definition:
Medicare Improvements for Patients and Providers Act (MIPPA).
The MIPPA funds are specifically tied to the following Priority Areas and activities.

A.1.1 **MIPPA Priority Area 1 (SHIP)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

A.1.2 **MIPPA Priority Area 2 (AAA)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.1.3 **MIPPA Priority Area #3 (ADRC Service Areas)** – Activities must include outreach in the ADRC Service Areas (Monterey County) regarding Medicare Part D benefits related to LIS beneficiaries and MSPs, and outreach activities aimed at preventing disease and promoting wellness. CONTRACTOR is encouraged to partner with our local ADRC and CCCIL to support the No Wrong Door approach and system.

A.1.4 **All Priority Areas** – SHIP, AAA, and ADRC: Must conduct outreach activities aimed at preventing disease and promoting wellness.

Unit of Service Definition & Measurement:
Completed and submitted Low Income Subsidy (LIS) applications and Medicare Savings Plan (MSP) applications.

Estimated Service Units to be delivered:
Benchmark of **17** Service Units by June 30, 2027.

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B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 15, 2026, January 15, 2027, April 15, 2027, and July 15, 2027. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace MIPPA PMP data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

CONTRACTOR shall complete and submit the MIPPA Work Plan and the MIPPA Semi-Annual Narrative Report (using templates provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of periods within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

C. MATCH REQUIREMENTS

MIPPA does not require a local cash/in-kind match.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**. Only the costs listed in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5,** and **Exhibit C-6** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to

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explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of

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public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations

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issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

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Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Michael MJ Donohue** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

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a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Outreach

Funding Source and Federal Catalog #

Check one:			
Title III B	**X**	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:			
Original	x	**03.13.26**
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program:	Thom DLC 03/13/2026
Required Match of 10.53%	Get-Care Updated by Vendor:	
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	Araceli Madrid 3/26/2025

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JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Outreach

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	87,886	-
Payroll Taxes- ERE	6,811	
Employee Benefits- ERE	18,732	
SUBTOTAL (Personnel Costs):	113,429	-
*Travel		
Training		
Space	7,707	
Food		
Client Support		
Equipment		
Materials and Supplies	1,000	
Operating Services	3,595	
Indirect Costs	1,500	
Column Totals:	127,231	-
	Total Budget:	$ 127,231

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Executive Director	$170,000.00	3.00%	$ 5,100
1	Program Director	$38,212.00	10.00%	$ 3,821
1	Programs Manager	$65,640.00	50.00%	$ 32,820
1	Outreach Specialist	$43,680.00	80.00%	$ 34,944
1	Outreach Assistant	$39,520.00	24.00%	$ 9,485
1	Information / Referral Specialist	$17,160.00	10.00%	$ 1,716
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 374,212		$ 87,886.00
	Payroll Taxes- ERE			$ 6,811.00
	Employee Benefits- ERE			$ 18,732.00
	Total Paid Staff			$ 113,429.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ -

	Total Personnel Costs			$ 113,429

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	64,012	-	$ 64,012
AAA Grant Funds		63,219		$ 63,219
Total Funding		$ 127,231	$ -	$ 127,231

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		64,012		$ 64,012
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 64,012	$ -	$ 64,012

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Outreach								
Original Amount	127,231	0	0	63,219	0	64,012	0	13,397
Fund Increase		0	0	0	0	0	0	0
10.53%	127,231	0	0	63,219	0	64,012	0	13,397
								Difference
Required Match (Original)	127,231	0	0	63,219	0	64,012	0	match OK
Required Match (Amended)	127,231	0	0	63,219	0	64,012	0	match OK

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B	**X**	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	04.06.26
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 04/06/2026
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/16/2025

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	162,304	16,150
Payroll Taxes- ERE	16,127	
Employee Benefits- ERE	20,562	
SUBTOTAL (Personnel Costs):	198,993	16,150
*Travel	2,000	
Training	1,000	
Space	9,250	
Food	250	
Client Support		
Equipment		
Materials and Supplies	500	
Operating Services	14,025	
Indirect Costs	13,124	
Column Totals:	239,142	16,150
	Total Budget:	$ 255,292

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	10.00%	$ 3,821
1	Programs Manager	$65,640.00	3.00%	$ 1,969
1	Ombudsman Program Manager	$74,880.00	67.00%	$ 50,170
1	Staff Ombudsman	$47,757.00	67.00%	$ 31,997
1	Staff Ombudsman	$43,680.00	67.00%	$ 29,266
1	Staff Ombudsman	$34,320.00	70.75%	$ 24,281
1	Staff Ombudsman	$20,800.00	100.00%	$ 20,800
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 325,289		$ 162,304.00
	Payroll Taxes- ERE			$ 16,127.00
	Employee Benefits- ERE			$ 20,562.00
	Total Paid Staff			$ 198,993.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	475	$ 16,150.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 16,150.00

	Total Personnel Costs			$ 215,143

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	96,165	-	$ 96,165
Contributions (+) Matching	Section F	11,735	16,150	$ 27,885
AAA Grant Funds		131,242		$ 131,242
Total Funding		$ 239,142	$ 16,150	$ 255,292

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	Omb Initiative funds - PHF	3,452		$ 3,452
Government Agencies:	Omb Initiative funds - SHF	36,253		$ 36,253
Government Agencies:	Omb Initiative funds - SNF	16,398		$ 16,398
Government Agencies:	Title VII A funds	40,062		$ 40,062
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 96,165	$ -	$ 96,165

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		11,735	16,150	$ 27,885
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 11,735	$ 16,150	$ 27,885

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Ombudsman								
Original Amount	255,292	96,165	0	131,242	0	11,735	16,150	16,756
Fund Increase		0	0	0	0	0	0	0
10.53%	255,292	96,165	0	131,242	0	11,735	16,150	16,756
								Difference
Required Match (Original)	255,292	96,165	0	131,242	0	11,735	16,150	match OK
Required Match (Amended)	255,292	96,165	0	131,242	0	11,735	16,150	match OK

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title 7A Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D		93.043
Title VII A	**X**	93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	**04.06.26**
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 4/06/2026
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/26/2025

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Alliance on Aging
Project: Title 7A Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	28,044	2,822
Payroll Taxes- ERE	2,244	
Employee Benefits- ERE	2,860	
SUBTOTAL (Personnel Costs):	33,148	2,822
*Travel	3,000	
Training		
Space	3,413	
Food		
Client Support		
Equipment		
Materials and Supplies		
Operating Services		
Indirect Costs	3,088	
Column Totals:	42,649	2,822
	Total Budget:	$ 45,471

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	2.500%	$ 955
1	Programs Manager	$65,640.00	2.450%	$ 1,608
1	Ombudsman Program Manager	$74,880.00	12.700%	$ 9,510
1	Staff Ombudsman	$47,757.00	12.700%	$ 6,065
1	Staff Ombudsman	$43,680.00	12.700%	$ 5,547
1	Staff Ombudsman	$34,320.00	12.700%	$ 4,359
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 304,489		$ 28,044.00
	Payroll Taxes- ERE			$ 2,244.00
	Employee Benefits- ERE			$ 2,860.00
	Total Paid Staff			$ 33,148.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	83	$ 2,822.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 2,822.00

	Total Personnel Costs			$ 35,970

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	2,587	-	$ 2,587
Contributions (+) Matching	Section F	-	2,822	$ 2,822
AAA Grant Funds		40,062		$ 40,062
Total Funding		$ 42,649	$ 2,822	$ 45,471

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions		2,587		$ 2,587
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 2,587	$ -	$ 2,587

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		-	2,822	$ 2,822
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ 2,822	$ 2,822

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title 7A Ombudsman								
Original Amount	45,471	2,587	0	40,062	0	0	2,822	4,516
Fund Increase		0	0	0	0	0	0	1,694
10.53%	45,471	2,587	0	40,062	0	0	2,822	4,516
								Difference
Required Match (Original)	45,471	2,587	0	40,062	0	0	2,822	4,516
Required Match (Amended)	45,471	2,587	0	40,062	0	0	2,822	4,516

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

OMBUDSMAN BUDGET

BUDGET PERIOD: JULY 1, 2026 - JUNE 30, 2027

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiatives

Funding Source and Catalog

Check one:			
	State Funds	X	Public Health L & C Program Fund
	State Funds	X	State Health Facilities Citation Penalties Account
	State Funds	X	SNF Quality & Accountability

Budget Version

Check one:			
	Original	X	03.13.26
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 5/06/2026
Indirect Cost limit 10%	Get-Care Updated by Vendor:
No Required Match	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/26/2025

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Agency Name: Alliance on Aging Ombudsman Initiatives

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	$ 3,107	$ 32,628	$ 14,758	$ 50,493
Operating Expenses	$ 345	$ 3,625	$ 1,640	$ 5,610
Total	$ 3,452	$ 36,253	$ 16,398	$ 56,103

Source of Revenue		Public Health L & C Program Fund Cash	Public Health L & C Program Fund In-Kind	State Health Facilities Citation Penalties Account Cash	State Health Facilities Citation Penalties Account In-Kind	SNF Quality & Accountability Cash	SNF Quality & Accountability In-Kind	Total Budget Cash	Total Budget In-Kind
AAA Grant		$ 3,452		$ 36,253		$ 16,398		$ 56,103	$ -
Project Income								$ -	$ -
Other Federal Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Other State Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
County/City Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Private Grants	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Net Fundraising	*Match*		$ -		$ -			$ -	$ -
	Non-Match							$ -	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 3,452		$ 36,253		$ 16,398		$ 56,103	

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION B:

Alliance on Aging
Ombudsman Initiatives
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
1	Program Director	$38,212.00	0.3465%	0.7750%	0.9610%	$ 796.00
1	Programs Manager	$65,640.00	0.3465%	0.7700%	0.9610%	$ 1,364.00
1	Ombudsman Program Manager	$74,880.00	1.1000%	13.4500%	5.5000%	$ 15,013.00
1	Staff Ombudsman	$47,757.00	1.1000%	13.4500%	5.5000%	$ 9,575.00
1	Staff Ombudsman	$43,680.00	1.1000%	13.4500%	5.5000%	$ 8,758.00
1	Staff Ombudsman	$34,320.00	1.0000%	10.0000%	5.5000%	$ 5,663.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 304,489.00	$ 2,533.00	$ 26,603.00	$ 12,033.00	$ 41,169.00
	Payroll Taxes- ERE		$ 194.00	$ 2,035.00	$ 920.00	$ 3,149.00
	Employee Benefits- ERE		$ 380.00	$ 3,990.00	$ 1,805.00	$ 6,175.00
	Total Paid Staff	**$ 304,489.00**	**$ 3,107.00**	**$ 32,628.00**	**$ 14,758.00**	**$ 50,493.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 304,489**	**$ 3,107**	**$ 32,628**	**$ 14,758**	**$ 50,493**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Alliance on Aging

Ombudsman Initiatives

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation Penalties		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Cost 10 % limit of Grant Funding	$ 345		$ 3,625		$ 1,640		$ 5,610	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	345	-	3,625	-	1,640	-	5,610	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

HICAP BUDGET

BUDGET PERIOD: **July 1, 2026 - March 31, 2027**

Name of Agency: Alliance on Aging, Inc

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Funding Source and Catalog #

State Funds	X	N/A	HICAP Fund
State Funds	X	N/A	Reimbursements (Ins Fund)
State Funds	X	N/A	HICAP Fund Augmentation
	X	92.324	Federal SHIP Funds

Check one: **Budget Version**

Original	X	7/1/2026
Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Budget Approved by Program: Thom DLC 3/13/2026
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: Araceli Madrid 3/26/2026

Agency Name: Alliance on Aging, Inc

July 1, 2026 - March 31, 2027

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	Total Budget
Personnel	$ 25,296	$ -	$ 49,060	$ -	$ 34,190	$ -	$ 47,739	$ -	$ 156,285
Operating Expenses	$ 16,961	$ -	$ 35,446	$ -	$ 23,499	$ -	$ 5,050	$ -	$ 80,956
Total	$ 42,257	$ -	$ 84,506	$ -	$ 57,689	$ -	$ 52,789	$ -	$ 237,241

Source of Revenue		HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 42,257				$ 84,506				$ 57,689				$ 52,789				$ 237,241	$ -
Project Income																		$ -	$ -
Other Federal Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Other State Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
County/City Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Private Grants	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Net Fundraising	*Match*		$ -															$ -	$ -
	Non-Match																	$ -	$ -
Totals by Match	***Match***	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 42,257		$ -		$ 84,506		$ -		$ 57,689		$ -		$ 52,789		$ -		$ 237,241	

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Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
1	Executive Director	$150,000.00	0.75%		1.71%		1.17%				$ 5,445.00
1	Program Director	$38,212.00	1.80%		3.40%		2.30%		0.07%		$ 2,866.00
1	Programs Manager	$65,640.00	1.80%		3.40%		2.30%		0.07%		$ 4,923.00
1	HICAP Program Manager	$69,680.00	10.40%		20.00%		14.00%		3.12%		$ 30,938.00
1	Program Specialist	$56,160.00	10.40%		20.00%		14.00%		3.12%		$ 24,935.00
1	Program Assistant	$43,680.00	10.40%		20.00%		14.00%		3.12%		$ 19,394.00
1	Program Assistant/VC	$40,188.00							83.51%		$ 33,561.00
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	Total Salaries	$ 463,560.00	$ 20,624.00	$ -	$ 40,000.00	$ -	$ 27,876.00	$ -	$ 38,923.00	$ -	$ 127,423.00
	Payroll Taxes- ERE		$ 1,578.00	$ -	$ 3,060.00	$ -	$ 2,133.00	$ -	$ 2,978.00	$ -	$ 9,749.00
	Employee Benefits- ERE		$ 3,094.00	$ -	$ 6,000.00	$ -	$ 4,181.00	$ -	$ 5,838.00	$ -	$ 19,113.00
	Total Paid Staff	**$ 463,560.00**	**$ 25,296.00**	**$ -**	**$ 49,060.00**	**$ -**	**$ 34,190.00**	**$ -**	**$ 47,739.00**	**$ -**	**$ 156,285.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
											$ -
											$ -
											$ -
											$ -
											$ -
	Total In-Kind Staff		$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total Personnel Costs	**$ 463,560**	**$ 25,296**	**$ -**	**$ 49,060**	**$ -**	**$ 34,190**	**$ -**	**$ 47,739**	**$ -**	**$ 156,285.00**

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Agency Name: 0 Alliance on Aging, Inc

Project Name: OPERATING EXPENSE Health Insurance and Counseling Advocacy Program (HICAP)

SECTION C:
OPERATING EXPENSES

OPERATING EXPENSE	HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 462				$ 935				$ 603								$ 2,000	$ -
Training	$ 1,000				$ 2,000				$ 1,000								$ 4,000	$ -
Space	$ 3,542				$ 6,484				$ 2,358								$ 12,384	$ -
Food	$ 230				$ 558				$ 412								$ 1,200	$ -
Client Support																	$ -	$ -
Equipment	$ 1,048				$ 1,521				$ 455								$ 3,024	$ -
Materials and Supplies	$ 892				$ 3,304				$ 1,904								$ 6,100	$ -
Operating Expenses	$ 5,562				$ 12,394				$ 11,211				$ 432				$ 29,599	$ -
Indirect Cost: 10% limit of Grant	$ 4,225				$ 8,250				$ 5,556				$ 4,618				$ 22,649	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
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																	$ -	$ -
																	$ -	$ -
Total Operating Expenses	**16,961**	**-**	**-**	**-**	**35,446**	**-**	**-**	**-**	**23,499**	**-**	**-**	**-**	**5,050**	**-**	**-**	**-**	**80,956**	**-**

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

MIPPA BUDGET

BUDGET PERIOD: **July 1, 2026 - August 31, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main Street

Salinas CA 93901

Project Name: Medicare Improvements for Patients and Providers Act (MIPPA)

Funding Source and Catalog

Check one:				
	Federal Funds	X	93.071	MIPPA: Priority Area 1 SHIPs
	Federal Funds	X	93.071	MIPPA: Priority Area 2 AAAs
	Federal Funds	X	93.071	MIPPA: Priority Area 3 ADRC

Budget Version

Check one:			
	Original	X	**03.13.2026 T1**
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:	Reviewed for: completeness and accuracy No match requirement Reviewed for Allowable Costs 10% Indirect Cost limit	
	Budget Approved by Fiscal:	Araceli Madrid 4/28/2026
Budget Template Last Updated:	Budget Approved by Program:	Thom DLC 5/06/2026
3/27/24 Araceli Madrid	Get Care Updated by Vendor:	
	Get Care Verified by Fiscal:	Araceli Madrid

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Agency Name: Alliance on Aging Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	Total Budget
Personnel	$ 4,770	$ 1,675	$ 822	$ 7,267
Operating Expenses	$ 751	$ 320	$ 270	$ 1,341
Total	$ 5,521	$ 1,995	$ 1,092	$ 8,608

Source of Revenue		MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 5,521		$ 1,995		$ 1,092		$ 8,608	$ -
Project Income									
Other Federal Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Other State Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
County/City Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Private Grants								$ -	$ -
	Non-matching							$ -	$ -
Net Fundraising	*Matching*		$ -		$ -			$ -	$ -
	Non-matching							$ -	$ -
Totals by match	*Matching*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 5,521		$ 1,995		$ 1,092		$ 8,608	

$ - $ - $ - $ -

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION B: **Alliance on Aging**

Medicare Improvements for Patients and Providers Act (MIPPA)

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	**MIPPA: Priority Area 3 ADRC**	
1	Program Director	$38,212.00			1.75%	$ 669.00
1	Development Director	$80,080.00	3.50%	0.90%		$ 3,524.00
1	Outreach Specialist	$43,680.00	2.50%	0.90%		$ 1,485.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 161,972.00	$ 3,895.00	$ 1,114.00	$ 669.00	$ 5,678.00
	Payroll Taxes- ERE		$ 298.00	$ 85.00	$ 51.00	$ 434.00
	Employee Benefits- ERE		$ 577.00	$ 476.00	$ 102.00	$ 1,155.00
	Total Paid Staff	**$ 161,972.00**	**$ 4,770.00**	**$ 1,675.00**	**$ 822.00**	**$ 7,267.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	MIPPA: Priority Area 3 ADRC	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff	$ -	$ -	$ -	$ -	$ -
	Total Personnel Costs	**$ 161,972**	**$ 4,770**	**$ 1,675**	**$ 822**	**$ 7,267**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Sec A), column "Total Budget"

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SECTION C:

Alliance on Aging

Medicare Improvements for Patients and Providers Act (MIPPA)

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services	$ 199		$ 120		$ 161		$ 480	$ -
Indirect Costs: 10% limit of Grant Funding	$ 552		$ 200		$ 109		$ 861	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	751	-	320	-	270	-	1,341	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

EXHIBIT D-1

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2025 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2026-27 **Service Delivery:** 07/01/2026 **Last Modified:** 07/01/2026 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS) **Service Delivery End:** 07/31/2026 **Last Submit Date:** 08/10/2026

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$000	$000	Approved

Dates: 07/01/2026 To: 07/31/2026
Service: Name of Service
Subcontractor/Provider: Name Address: Address

Total Amount

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

Program Items

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

Author Date Created Comments

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Provider Annual Closeout Summary

Parameters

Date:	07/01/2026 TO 06/30/2027	Service:	Name of Service	Contract Number:	All
Region:	Area Agency on Aging (Monterey County DSS)	Program:	All		All
Provider:	All	Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Preparer's Signature:

Date Entered in AAA Database: _____

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

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approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

AAA Inventory

3/15/2026 19:35

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Dispose Status	Notes
Alliance on Aging	Dell Network Computer Server	PowerEdge SC 1430	6SJ7YD1	10/22/2007	$2,329.86	08923	3B		
Alliance on Aging	Computer/Keyboard	Dell OPTIPLEX 330	CNDNMF1	3/7/2008	$875.01	08935	3B		
Alliance on Aging	Dell Optiplex System w/HP	OPTIPLEX 360	CYD95J1	6/18/2009	$772.55	08979	3B		
Alliance on Aging	Dell 20" Monitor		C9110POW	6/18/2009	$772.55	22381	3B		
Alliance on Aging	Dell 20" Monitor		C9110NTN	6/18/2009	$772.55	22382	3B		
Alliance on Aging	Dell Monitor		CNC9110NTS	6/18/2009	$772.55	22379	3B		
Alliance on Aging	Dell Monitor		C9110NTV	6/18/2009	$772.55	22380	3B		
Alliance on Aging	Dell Computer	OPTIPLEX 780	IWORGQI	5/12/2011	$1,038.10	22409	3C1		
Alliance on Aging	Dell Monitor			5/1/2012	$519.50	22386	3B		
Alliance on Aging	Dell Monitor	Optiplex 390	41891006881	5/1/2012	$519.50	22385	3B		
Alliance on Aging	Dell Laptop	Dell Latitude E5530	30047876497	1/24/2013	$1,198.54	20254	3B		

Authorized Signature	Print Name and Title	Date

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AAA Funded Inventory
Alliance On Aging- HICAP

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Alliance on Aging	Epson LCD Projector	EMP 50	CWJ01Z0835K	12/2001	$2,140.00	22371	HICAP	
Alliance on Aging	Dell Desktop	Dell OptiPlex3040 SFF	H8L67J24590750	05/2007	$876.08	22410	HICAP	
Alliance on Aging	Dell Laptop	VOSTRO 1500 Intel Celeron	7444312705	06/2008	$1,086.96	08942	HICAP	
Alliance on Aging	Desktop Computer	OPTIPLEX 300 Minitower	4GD3HG1	06/2008	$874.52	08944	HICAP	
Alliance on Aging	Dell Laptop	Latitude E5520	GPJLWL1	05/2011	$1,028.38	22383	HICAP	
Alliance on Aging	Dell Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09793	HICAP	
Alliance on Aging	Symantec Endpoint Protection Software	UPG-V		06/2011	$731.01	09792	HICAP	
Alliance on Aging	Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09794	HICAP	
Alliance on Aging	OPTOMA Projector	TWS10ST		05/2012	$1,130.30	20250	HICAP	
Alliance on Aging	Wide Monitor 21.5 inch	Dell E Series E2211H		05/2012	$519.29	22388	HICAP	
Alliance on Aging	OPTOMA Projector	TW610ST		05/2012	$1,130.30	20251	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41891336065	05/2012	$519.29	20245	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41890960225	05/2012	$519.29	20246	HICAP	
Alliance on Aging	Dell Server	Dell Power Edge T410	4810031137	06/2012	$7,877.29	20247	HICAP	
Alliance on Aging	Samsung 55" Flat Screen TV	UN55ES6150	Z54D3CY500146	06/2012	$1,860.37	20248	HICAP	
Alliance on Aging	Dell Optiplex	9010 Mini Tower	68YTHX1	06/2013	$807.30	22365	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	8G5NLX1	06/2013	$1,264.00	22368	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G132M	06/2013	$500.00	22366	HICAP	
Alliance on Aging	Monitor Wide Screen 23 in	Dell Professional P2312H	7444535G993M	06/2013	$500.00	22370	HICAP	
Alliance on Aging	Mini Tower Computer	Dell Optiplex 9010 Mini Tower	68YSHX1	06/2013	$663.00	22369	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	GG5NLX1	06/2013	$1,265.00	22367	HICAP	
Alliance on Aging	Dell Optiplex	9010 mini tower	68ZQHX1	06/2013	$807.30	22363	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G138M	06/2013	$500.00	22364	HICAP	
Alliance on Aging	Dell Computer	Dell Optilex 3020	FK2L532	03/2015	$513.00	22434	HICAP	
Alliance on Aging	Dell 22 Monitor			03/2015	$513.00	22435	HICAP	
Alliance on Aging	TV	80" Flat Screen	Vizio M801i-A3	03/2015	$3,131.00	22440	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	CRBN982	02/2016	$1,308.53	22418	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	9RBN982	02/2016	$1,308.53	22416	HICAP	
Dell Laptop	5580	17717304278		10/6/2017	$ 1,521.00	22451	Monterey	Alliance on Aging

Authorized Signature	Print Name and Title	Date

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Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2026 ☐ Oct – Dec 2026 ☐ Jan – Mar 2027 ☐ Apr – Jun 2027

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

4. Please give examples of success stories and customer testimonials (with name and city of residence), and photos if available with media release form.

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Alliance on Aging

By: Signed by: 14CE37E1B1CF428...

Title: Board President

Date: 5/11/2026 | 5:05 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 14CE37E4B1CF428...

Board President
Title

Alliance on Aging
Agency/Organization

5/11/2026 | 5:05 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
14CE37E1B1CE428...
(signature of authorized representative)

5/11/2026 | 5:05 PM PDT
(date)

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ALLIANCE ON AGING
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Alliance on Aging

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

Signed by:
[signature]
4CE37E1B1CF428...
Authorized Signature

5/11/2026 | 5:05 PM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

Introduced: 5/13/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign a no cost Memorandum of Understanding with Monterey-Salinas Transit District to allow Aging and Adult Services Branch to continue to distribute taxi vouchers to eligible seniors for the period of July 1, 2026 through June 30, 2031; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the amendments do not encompass payments or significantly change the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign a no cost Memorandum of Understanding with Monterey-Salinas Transit District to allow Aging and Adult Services Branch to continue to distribute taxi vouchers to eligible seniors for the period of July 1, 2026 through June 30, 2031; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the amendments do not encompass payments or significantly change the scope of services.

SUMMARY:
This agreement allows Department of Social Services (DSS) Aging and Adult Services Branch to distribute taxi vouchers to eligible seniors. Taxi voucher will be provided to DSS by Monterey Salinas Transit District.

DISCUSSION:
To receive the taxi vouchers, seniors may visit the DSS Aging and Adult Services office located at 730 La Guardia Street, Salinas, CA. A senior qualified to receive the vouchers is a resident of Salinas who has provided evidence that they are 65 years of age or older. A qualified senior may contact one of the participating taxicab companies to schedule a ride. By presenting the voucher and paying a $3.00 co-pay, a qualified senior can travel the equivalent of up to a meter reading of $17.00. Only one voucher can be used per one-way trip. Qualified seniors are responsible for costs above the $17.00 meter reading. Taxi sharing is encouraged, with only one taxi voucher required for a shared ride.

This Agreement includes attorney fees if awarded to the prevailing party in a contract dispute.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form.

FINANCING:
Monterey Salinas Transit District provides funding for vouchers through Measure Q. There is no cost to the Department's Budget or any impact on the County General Fund through this approval.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement correlates to the Well-Being and Quality of Life Strategic Initiative adopted by the Board of Supervisors by providing transportation solutions to assist seniors with access to employment, health and human services, and increase access to local community service provides.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Erika Estrada, Management Analyst III, x2172

Approved by: Roderick W. Franks, Director, x4430

Attachments: Memorandum of Understanding

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/13/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign a no cost Memorandum of Understanding with Monterey-Salinas Transit District to allow Aging and Adult Services Branch to continue to distribute taxi vouchers to eligible seniors for the period of July 1, 2026 through June 30, 2031; and
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This agreement allows Department of Social Services (DSS) Aging and Adult Services Branch to distribute taxi vouchers to eligible seniors. Taxi voucher will be provided to DSS by Monterey Salinas Transit District.

DISCUSSION:
To receive the taxi vouchers, seniors may visit the DSS Aging and Adult Services office located at 730 La Guardia Street, Salinas, CA. A senior qualified to receive the vouchers is a resident of Salinas who has provided evidence that they are 65 years of age or older. A qualified senior may contact one of the participating taxicab companies to schedule a ride. By presenting the voucher and paying a $3.00 co-pay, a qualified senior can travel the equivalent of up to a meter reading of $17.00. Only one voucher can be used per one-way trip. Qualified seniors are responsible for costs above the $17.00 meter reading. Taxi sharing is encouraged, with only one taxi voucher required for a shared ride.

This Agreement includes attorney fees if awarded to the prevailing party in a contract dispute.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form.

FINANCING:
Monterey Salinas Transit District provides funding for vouchers through Measure Q. There is no cost to the Department's Budget or any impact on the County General Fund through this approval.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement correlates to the Well-Being and Quality of Life Strategic Initiative adopted by the Board of Supervisors by providing transportation solutions to assist seniors with access to employment, health and human services, and increase access to local community service provides.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Erika Estrada, Management Analyst III, x2172

Approved by: Roderick W. Franks, Director, x4430

Attachments: Memorandum of Understanding

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: E3EE2612-5110-890D-8277-49E34E0D8B9E

MEMORANDUM OF UNDERSTANDING

between

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES

and

MONTEREY-SALINAS TRANSIT DISTRICT
(MST)

Docusign Envelope ID: E3EE2612-5110-890D-8277-49E34E0D8B9E

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY-SALINAS TRANSIT DISTRICT
AND
COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES
AGING AND ADULT SERVICES BRANCH

PURPOSE AND PREAMBLE

a. This Memorandum of Understanding ("Agreement") is made and entered into by and between Monterey-Salinas Transit District (herein referred to as "MST') and County of Monterey Department of Social Services Aging and Adult Services Branch (herein referred to as "DSS") and its successors and assignees, herein collectively referred to as the "Parties".
b. The Parties desire to implement the distribution of MST Taxi Vouchers for qualified seniors for the purpose of providing low-cost transportation for short, qualified taxi voucher trips.

TERMS AND CONDITIONS

a. A qualified senior is a resident of the City of Salinas who has provided evidence to DSS that they are 65 years of age, or older, and who lives within the city limits of Salinas.
b. A qualified taxi voucher trip includes:
   i. Transportation that originates or ends within the Taxi Voucher service area: City of Salinas (Zone A), or the cities of Carmel, Carmel Valley, Marina, Monterey, Pacific Grove, Pebble Beach, Seaside, Sand City, and Del Rey Oaks (Zone B).
c. A qualified senior may contact one of the participating taxicab companies to schedule a ride. By presenting the voucher and paying $3.00 co-pay, a qualified senior can travel the equivalent of up to a meter reading of $17.00. Only one voucher can be used per one-way trip. Qualified seniors are responsible for costs above the $17.00 meter reading. Taxi sharing is encouraged, with only one taxi voucher required for a shared ride. In order for the vouchers to be valid and accepted by the taxicab driver, a qualified senior fills out the voucher completely with their customer ID number, name, and signature.
d. DSS will review documentation to establish program eligibility.
e. DSS will distribute vouchers to qualified seniors according to paragraph **c** above.
f. DSS will comply with all MST recordkeeping requirements and formats, including tracking voucher use by recipient name and ID number.
g. DSS will provide all necessary staffing and support to ensure the successful operation of the program without expectation of reimbursement or renumeration from MST.
h. DSS shall have no financial obligation under this Agreement except for the financial obligation arising from DSS' performance of this Agreement.

SUPPORT PROVIDED BY MST

MST will provide a limited number of vouchers to DSS for distribution to qualified seniors.

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i. MST will provide technical support to DSS office staff to ensure accurate recordkeeping and proper use of internet-based tools provided by MST.

INDEMNIFICATION

MST shall indemnify, defend, and hold harmless the DSS, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the MST and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of DSS and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the DSS. The MST shall reimburse the DSS for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MST is obligated to indemnify, defend and hold harmless the DSS under this Agreement.

DSS shall indemnify, defend, and hold harmless the MST, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the DSS and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the MST and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MST. The DSS shall reimburse the MST for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the DSS is obligated to indemnify, defend and hold harmless the MST under this Agreement.

CANCELLATION

MST and DSS have the right to terminate their agreement with 30 days' written notice without need to state cause. If DSS is in violation of the terms listed under "Terms and Conditions" MST may immediately suspend or terminate this agreement upon discovery of such a violation(s).

ASSIGNMENT

Neither Party shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party.

NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive, and MST expressly reserves the right to contract with other entities for the same or similar services.

LAW AND VENUE

This Agreement shall be in accordance with the laws of the State of California. Venue shall be within the County of Monterey, California.

ATTORNEY'S FEES AND COSTS

In the event any dispute arising out of this Agreement is brought before a court of law, all reasonable fees and costs shall be awarded to the prevailing party, including expert witness fees. These fees and

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costs shall be taxed as costs in that proceeding and shall not necessitate the filing of a separate attempt to recover.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. This Agreement may be modified by mutual written agreement between the Parties.

SEVERABILITY

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

CONTACT INFORMATION

MST

Steven Bruno, Purchasing Agent
Phone: 831-264-5884
sbruno@mst.org

DSS, Aging & Adult Services

Erika Estrada, Management Analyst
Phone: 831-784-2172
estradame@countyofmonterey.gov

CONTRACT TERM

The term of this Agreement shall begin upon execution by both Parties and end June 30, 2031, and may be extended by mutual written agreement between the Parties.

Monterey-Salinas Transit District

By: DocuSigned by: Carl Sedoryk 580C6BD24671488...
Carl Sedoryk, General Manager/CEO
MST Mobility Department

Date: 5/12/2026 | 10:26 AM PDT

County of Monterey Department of Social Services

By: _____
Roderick Franks, Director
County of Monterey Department
of Social Services

Date: _____

APPROVED AS FORM

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 5/13/2026 | 11:33 AM PDT

Introduced: 5/14/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Regents of the University of California, Davis for the provision of staff training in the amount of for $552,500 for the period of July 1, 2026, through June 30, 2028 including non-standard mutual indemnity terms.
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($55,250) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $607,750.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Regents of the University of California, Davis for the provision of staff training in the amount of for $552,500 for the period of July 1, 2026, through June 30, 2028 including non-standard mutual indemnity terms.
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($55,250) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $607,750.

SUMMARY:

Under this Agreement, the University of California, Davis (UCD) will provide workforce development training to Department of Social Services employees in compliance with Welfare and Institutions Code (WIC) Section 16205 and 16206, Code of Federal Regulations, Title 45, Section 1357.15(t) and CDSS Policies and Procedures Manual, Division 14-611.

DISCUSSION:

Workforce development training is required by statue for employees in the state and federally funded programs of CalWORKs, CalWORKs Employment Services, CalFresh, and Medi-Cal, and Child and Adult welfare services. Since 1979, UC Davis has been delivering research-based workforce and organizational development training for counties that includes but is not limited to required eligibility and grant training; interviewing and documentation techniques; case-load management; and fraud detection. These trainings, while required by statues, also strengthen job knowledge, skills and abilities to best

serve our community.

The agreement provides one hundred and thirty (130) units/days over two fiscal years for our workforce of nearly 800 employees.

The Department is recommending approval of this exception to the County's standard indemnity language due to limited alternative resources for these types of training as required by statues.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Social Services Federal and State revenues and realignment revenues. Sufficient appropriations and estimated revenues in SOC005 are included in the FY 2026-27 Recommended Budget. Future funding will be incorporated into the corresponding budget process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Administrative strategic plan goal adopted by the Board of Supervisors and required by the State of California Health and Human Services Agency Department of Social Services, Manual of Policies and Procedures, Staff Development and Training Manual Division 14, Chapter 14 -110 through 14-940.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X__ Administrative

Prepared by: Marcie Castro, Management Analyst III, x3480

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/14/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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Workforce development training is required by statue for employees in the state and federally funded programs of CalWORKs, CalWORKs Employment Services, CalFresh, and Medi-Cal, and Child and Adult welfare services. Since 1979, UC Davis has been delivering research-based workforce and organizational development training for counties that includes but is not limited to required eligibility and grant training; interviewing and documentation techniques; case-load management; and fraud detection. These trainings, while required by statues, also strengthen job knowledge, skills and abilities to best serve our community.
The agreement provides one hundred and thirty (130) units/days over two fiscal years for our workforce of nearly 800 employees.
The Department is recommending approval of this exception to the County's standard indemnity language due to limited alternative resources for these types of training as required by statues.

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The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Social Services Federal and State revenues and realignment revenues. Sufficient appropriations and estimated revenues in SOC005 are included in the FY 2026-27 Recommended Budget. Future funding will be incorporated into the corresponding budget process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Administrative strategic plan goal adopted by the Board of Supervisors and required by the State of California Health and Human Services Agency Department of Social Services, Manual of Policies and Procedures, Staff Development and Training Manual Division 14, Chapter 14 -110 through 14-940.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
_X__ Administrative

Prepared by: Marcie Castro, Management Analyst III, x3480

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: CF5E5490-506D-8E82-83F5-EE48DB5363C2

UC Davis Agreement #UCDPO00269955
CPE Agreement #GENT-2026-22
Control # C114677

TRAINING SERVICES AGREEMENT
(MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) business days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2026 and continue through June 30, 2028. All courses must be completed by June 30, 2028.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

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change and an option to amend or terminate the Agreement. User shall pay for Services within 30 days of receipt of a certified invoice in the office of Auditor/Controller. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days after receipt of a certified invoice in the office of Auditor/Controller.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

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insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the aggregate limits of University's insurance.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

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court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

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University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

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individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY	USER
Michell Franklin	Marcie Castro
Program Director	Management Analyst III
Continuing & Professional Education	Monterey County
University of California, Davis	Department of Social Services
463 California Drive	1000 S. Main St., Ste. 305
Davis, CA 95616	Salinas, CA 93901
E-mail: mtfranklin@ucdavis.edu	E-mail: castrom@countyofmonterey.ca.us
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services Custom Training and Services Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	

21. Attorneys' Fees: *Removed.*

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

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23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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Docusign Envelope ID: CF5E5490-506D-8E82-83F5-EE48DB5363C2

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: _____

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____
(authorized signatory)

Print Name: Roderick W. Franks

Date: _____

DocuSigned by:
Anne Brereton
A46091E5DE63489...

Deputy County Counsel

5/13/2026 | 5:12 PM PDT

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor Controller Analyst I

5/14/2026 | 11:30 AM PDT

Docusign Envelope ID: CF5E5490-506D-8E82-83F5-EE48DB5363C2

EXHIBIT A
TRAINING PROGRAM

1. 130.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Extra training units may be charged for the following when requested in writing by User and approved by the University:
      a. Off-site training site and audio-visual equipment when on-site facility and equipment are not available.
      b. Food and non-alcoholic beverages when requested by the User in writing.
      c. Any other items when requested by the User in writing and approved by University.
   g. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:
   a. Training facility and audio-visual equipment.
   b. On-site coordination of training

4. As found in the course catalog, standard onsite trainings incur a cost of 1.0 training unit per day and standard virtual trainings incur a cost of 0.80 training unit per day. Nonstandard courses may incur additional charges. Additional charges not listed within the catalog will be agreed to, in writing, between the User and the University.

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Contract Breakdown for Fiscal Year 2026-2027:

Training Units	CHS Daily Rate		
65.00	$ 4,250.00	$276,250.00	Total Contract Amount
		($19,337.50)	Less CPE 7% Cost Share
		$256,912.50	**Total Client Contract Share**

Contract Breakdown for Fiscal Year 2027-2028:

Training Units	CHS Daily Rate		
65.00	$ 4,250.00	$276,250.00	Total Contract Amount
		($19,337.50)	Less CPE 7% Cost Share
		$256,912.50	**Total Client Contract Share**

Total Contract Amount	$552,500.00
Less CPE 7% Cost Share	$38,675.00
Total Client Contract Share	$513,825.00

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Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Introduced: 5/18/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Pathways to Safety 2.0 services for the period of July 1, 2026 through June 30, 2027 in the amount of $923,265; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($92,326) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,015,591.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Pathways to Safety 2.0 services for the period of July 1, 2026 through June 30, 2027 in the amount of $923,265; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($92,326) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,015,591.

SUMMARY:
Pathways to Safety 2.0 (P2S) continues its best practice work to keep families safe, home and thriving. A long-standing goal of P2S has always included minimization of the reporting and the recurrence of a referral to the Child Welfare hotline.

DISCUSSION:
Referrals to Pathways to Safety can be made by Family & Children Services (FCS) or directly from the community. Approximately 65 percents of referrals come from FCS and the remaining 35 percent are self-referral or other community based. All of the families referred to P2S will be offered the provision of Information and Referral, Case Management, and Guardianship Process Support (if needed), that includes community provider's linkage based on assessed needs and willingness of the family to participate. P2S is also in consideration to act in the future as a community pathway to other services and supported offered throughout Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:

This agreement is funded with Family First Prevention Services State Block grant funds. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing families with services and supports to stay home together, safe and thriving.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Ginger Pierce, CAPC Director #8784

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Docusign Envelope ID: DFB9AF6A-17AE-8916-8132-CD1C20AED2A1

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Pathways to Safety 2.0 and Differential Response services

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 923,265.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 W. Gabilan St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brenton A46091E5DE63489...
County Counsel
Date: 5/15/2026 | 5:14 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller
Date: 5/18/2026 | 11:32 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon C73919C690659496...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 1:57 PM PDT
By: Signed by: Denise Felix FE1554FC65814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/15/2026 | 8:49 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope – Pathways to Safety

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

Door to Hope – Pathways to Safety

A. TOTAL CONTRACT $923,265 FFPS State Block Grant

B. CONTRACT TERM: July 1, 2026 through June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Ginger Pierce, CAPC Director
2620 1st Avenue, Marina, CA 93933
(831)769-8784 Fax: (831)647-7618
piercevr@countyofmonterey.gov

Contractor
Door to Hope
Chris Shannon, Executive Director
130 W. Gabilan Street, Salinas, CA
Phone: (831) 758-0181
chris@doortohope.org

Location of Services:
Pathways to Safety
60 West Market St. #140 Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. BACKGROUND:

Door to Hope (DTH) will be the lead administrative agency and coordinator for a program centered on the values and practices modeled after Differential Response, locally known as Pathways to Safety 2.0 (P2S). Door to Hope will work in close collaboration with Family and Children's Services (FCS) to improve family and child well-being, while improving the local community's ability to keep children safe.

This agreement continues the partnership to implement best practices in providing equitable support to families with the goal of keeping families together safe and thriving through promoting well-being and fostering ongoing family stability.
Door to Hope Pathways to Safety 2.0 serves families who are at risk of abuse and/or neglect. For the first 15 years of the program, referrals were made from FCS to Pathways to Safety when a family was reported to the hotline but did not meet the threshold for investigation yet were still in need or services. Starting in 2023 self-referrals and community referrals are also made to Pathways to Safety for families in need of support to keep their children home, safe

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and thriving. These families do not meet the threshold of possible abuse or neglect hotline reporting, but community supporting is needed. Participation in P2S is voluntary. P2S also serves extended families who are seeking out relative guardianship through the court self-self-center, FCS or on their own. Some of these families will continue as a P2S 2.0 family.

Pathways to Safety (P2S) is now partnering with DSS-FCS to be trained and provide Motivational Interviewing techniques to families. This will especially be community supportive in working with families who can benefit from primary prevention services offered through Family First Prevention Services Act dollars. P2S is also working with FCS in partnership around being part of the gateway planning for other FFPSA services throughout the county like Parent's As Teachers (PAT) and their voice will be at the table as these best practice opportunities unfold for families.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Pathways to Safety 2.0 continues its best practice work to keep families safe, home and thriving. A long-standing goal of P2S has always included minimization of the recurrence of a referral to the Child Welfare hotline. For all families referred to P2S; through FCS or the community, P2S will offer the provision of Information and Referral, Case Management, and Guardianship Process Support, that includes community provider's linkage based on assessed needs and willingness of the family to participate.

F.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.

F.3 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.4 CONTRACTOR shall provide information and referral assistance with the completion of application forms for mainstream benefits. CONTRACTOR is encouraged to apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.

F.5 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

F.6 CONTRACTOR will provide the following key staff:

F.6.1 Program Director/Supervisor (0.30 FTE) - Manage overall Differential Response Program. Monitor contracts with partner organizations and oversee budget expenditures. Maintain constant communication with partner agencies to monitor progress of the program. Oversee data integrity and quality assurance processes while also supporting reporting functions. Directly oversees program staff and assures program meets contract deliverables.

F.6.2 Program Coordinator (0.8 FTE) - Door to Hope Program Coordinator works with the Supervisor to plan, organize, direct, and lead the staff and work process of the program. The DR Coordinator has detailed understanding and can skillfully use the techniques of program design, case management practice, project management, differential response, outcomes measurement,

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and is responsible for conformance to regulatory requirements, contractual obligations of the differential response program. Develops quarterly data reports and coordinates all meetings with FCS.

F.6.3 Family Resource Specialist (4 FTE) -Via primary and identified subcontractor these positions provide client engagement, assessment, information and referral, guardianship support, or case management to families in Monterey County who are reported to Child Welfare Services or who self-refer. Provide additional resources to community members seeking information. Primarily face to face and telephone assistance, depending on families' preferences and accessibility needs.

F.6.4 Finance and Administrative Staff (0.2 FTE) - Contract management and oversight, distribution of support funding and any other financial needs.

F.6.5 Parent and youth educator (.8 FTE)- Develops, coordinates, and facilitates Smart Tech youth and parent classes throughout Monterey County. Facilitates classes in both English and Spanish. Partners with community agencies and systems to reach youth and parents.

F.7 Door to Hope will conduct regular capacity building opportunities for Family Resource Specialists (FRS). The capacity building opportunities will be focused on building skills and knowledge within FY 26-27 P2S, when requested, will participate in community capacity building for primary prevention services.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

G.1 FCS Referrals - P2S will meet with social workers at least once a quarter to reiterate the goals and purpose of the program. FCS will send closed referrals from the County to the identified Pathways to Safety Manager, listed as Noel Texeira at noelt@doortohope.org. The Pathways to Safety Manager will distribute referrals depending on caseloads for each Family Resource Specialist (FRS). Each FRS will have an average of 20-40 active cases at a time and at least 50% of referrals will come from FCS. With full staffing capacity, the cases across the P2S program will not exceed an average of 200 active cases at any given time. A waitlist will be developed if more than 200 families are receiving services, and a triage of families can occur with priority given to FCS referrals. Case management and guardianship process support will be conducted up to 90 days per family and families needing support beyond the 90 days will be determined at the discretion of the P2S team. P2S will track FCS referrals and share the number of referrals with FCS monthly via data reports.

G.2 Community Referrals

G.2.1 P2S accepts community referrals. Community referrals are accepted to the program, using a screening tool approved by the FCS contract manager as part of the intake process. P2S will track Community Referrals and share the number of referrals with FCS monthly via data reports. There will be ongoing community education for FCS, agencies and the community to understand the changes in the P2S program and awareness of Community Referrals. This outreach will be ongoing as capacity allows. In addition to connecting with other agencies, Door to Hope will use existing networks within their organizations that work closely with system impacted families to

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identify Community Referrals. It is expected that Community Referrals will also come in via word of mouth from previous or existing clients. P2S will assess and determine outreach strategy based on community need. If P2S receives an abundant number of Community Referrals a waiting list will be developed to ensure there is at least 50% capacity for FCS referrals.

G.2.2 P2S will maintain a current referral form for outside agencies and organizations to refer families to the program. P2S will provide a phone number to call. P2S will update the Door to Hope website with this information.

G.2.3 P2S will develop a short screening tool for families referred from the community to ensure they qualify for the support.

G.3 Caseload - Each Family Resource Specialist will have an average of 30 active cases at any one time. Of those cases at least 50% will be referrals from FCS, the remaining spaces will be made available for Community Referrals.

Intake Process, Case Management and Community Response

G.3.1 The Intake and Assessment forms capture core demographics and are used to assess the family's needs and potential concerns.

G.3.2 The Intake and Assessment form are administered to all referred families engaged by the Family Resource Specialists and will be tracked in the data management system as a starting point for all families.

G.3.3 Community Based Service Plan. A mutually agreed upon P2S Service Plan is utilized to collect basic family Information, provide information & referral to families and/or to indicate goals for case management and/or guardianship process support.

G.3.4 Families receiving case management and guardianship support will be input into Apricot, the identified data management system. This will include tracking resources families are provided.

G.3.5 Cases are open up to 90 days. Families needing support beyond the 90 days will be reviewed and continuing services will be determined at the discretion of the P2S team.

G.3.6 FAST Intake is completed by the FRS without the family present. The FAST intake measures the families' strengths and documents where the family is needing support. These areas will be incorporated and the main goals in the Community Case Plan.

G.3.7 FAST Exit is completed when the FRS is closing the referral. Compared to the FAST Intake, the FAST Exit will document the improvement in areas in need of support.

G.3.8 Family Assistance Funds. Upon completion of the assessment and case plan the FRS working as a team will determine if families should receive individual financial assistance (i.e. rental assistance, clothing, food, baby items etc.) as part of their plan.

G.3.9 P2S is encouraged to respond to community needs that arise on a short-term basis. The specifics will be discussed with CONTRACTOR.

G.3.10 During monthly collaborative P2S check-in meetings, the P2S team will assess any community spaces that need to be created to support a group of families on a particular topic. Monthly meetings will be used as a creative

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space to discuss and plan for response to trending community needs. The contract monitor will be informed of these discussions and decisions.

G.3.11 P2S will provide and offer Safe Tech community educational opportunities. The Safe Tech class educational program will: Maintain and update a curriculum about the appropriate use of social media and technology for adolescents ages 12-19. For teens the curriculum will be 4 sessions, 90 minutes per session. The Department of Justice free resource NetSmartz Home (missingkids.org) will be considered for parts of the curriculum and program planning. Single session offerings can also occur.

G.3.12 Safe Tech Youth and Parent Classes will maintain and update a curriculum and a national resource list to be provided to the community about the appropriate use of social media and technology for caregivers to monitor and protect youth from the dangers technology can bring. Specific to parents/caregivers, this curriculum will be flexible. Single session offerings can also occur; ideally not less than 90 minutes in length.

G.3.13 A minimum of 8 series for adolescents and 8 stand-alone classes for parents will be given per year. This can be modified to meet community request and need.

G.3.14 Data collection for each series or standalone class will include number of participants, language class is taught, gender of participants, home zip code of participants and an evaluation at the end.

G.3.15 Classes will be limited to 10 participants per series.

G.3.16 Printed materials and healthy snacks will be provided at each session.

G.3.17 When available, guest speakers that can share their own lived experience around this topic will be incorporated into the class or series.

G.3.18 Participants will need to enroll in a class series to attend. There will be no walk-in capability. Process for referral and registration will be determined by DTH and the COUNTY.

G.3.19 Sessions to be given at various locations including Door to Hope, MCOE and DTH's South County office spaces in Greenfield and King City as determined by participant needs.

G.3.20 DTH will have the capability of delivering series in English and Spanish. Language determined by participant need.

G.3.21 Each session will have two facilitators to enhance the learning experience of participants. Break-out reflection time is encouraged.

G.3.22 Facilitators will be DTH employees who have a minimum of two years working in a professional capacity with adolescents and their families.

G.3.23 Parent classes to be opened to both participants' parents and the general public. The caregiver /parent class can be given as a standalone or can be given simultaneously during adolescent series.

H. COUNTY Responsibilities

H.1.1 FCS supervisor who is the P2S liaison from FCS will meet monthly with the P2S team.

H.1.2 FCS identified P2S management leadership will meet with DTH leadership not less than quarterly. This will be done to keep open communication and collaboration around program changes, needs, etc.

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H.1.3 Coordinate ongoing training for new social workers on P2S.
H.1.4 Provide feedback on all reports received from DTH/P2S.
H.1.5 FCS contract monitor will hold quarterly contract meetings with the FCS Program Manager, P2S Director/Supervisor, DTH Executive Director and DTH Finance Director.
H.1.6 FCS will include DTH staff in discussions and planning around Motivational Interviewing training and the development of gatekeepers for prevention program planning.

I. TRAVEL/TRAINING REIMBURSEMENT:

I.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

J. REPORTING INSTRUCTIONS & SUBMISSION:

Door Hope will provide regular quality assurance, feedback and reports.

J.1 Door to Hope will be using the software Apricot to track all data. There will be monthly reports with aggregated data to include but not limited to: monthly/quarterly/yearly referral tracking, monthly engagement of all referred families, monthly assignments of FRS, Monthly Dismissal and reason, Monthly Service Expenditures and completion of services, Monthly educational sessions as well as community needs assessment events provided, zip code, race, economic status, services provided/referrals to outside providers, data disaggregated by FCS referrals and Community Referrals

J.2 Quarterly Door to Hope will create a more in-depth report to include trends in types of support needed from families and gaps in services, number of cases followed with timeframe, any barriers encountered, and advice to how these issues can be resolved. Quarterly reports will be followed by a meeting with FCS to discuss the findings to support decision making in other areas of the County as well as an opportunity to make modifications to P2S as needed. Door to Hope will work with County Systems Support and contract monitor to cross reference families receiving P2S services and any subsequent referrals to the FCS hotline.

J.3 Communication with Social Workers and Family and Children's Services. P2S has been successful in part due to its ability to maintain confidentiality regarding its work with clients. However, P2S understands that some social workers would like an update on a referred family's progress after being involved with Pathways to Safety. FRSs will communicate with social workers and share basic information around the referrals to outside services but will not share any additional information families share with the FRS. FRSs will only share the information if contacted by a social worker, otherwise the information on a case will be included in the aggregated data in the reports. As a multidisciplinary team, P2S will share trending community needs on a quarterly basis with FCS.

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J.4 CONTRACTOR shall submit a quarterly report agreed upon by the CONTRACTOR and the COUNTY. This report will include demographics, incidence of re-referral to Child Welfare and other factors as determined collaboratively.

J.5 CONTRACTOR leadership team will meet with the COUNTY not less than quarterly to discuss program and review data.

J.6 Annual Report shall be submitted via e-mail to the County Contract Monitor no later than August 1, 2027 for the previous FY.

K. SUBCONTRACTOR(S):

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this Agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11 Non-Discrimination.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is **nine-hundred twenty-three thousand two-hundred sixty-five dollars ($923,265).**

L.3 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

L.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **nine-hundred twenty-three thousand two hundred sixty-five ($923,265), per Exhibits C, Budgets.**

L.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than July 10, 2027.

L.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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DOOR TO HOPE
PATHWAYS TO SAFETY
BUDGET FY 2026-27

Category	FTE(s)	Budget
PERSONNEL		
Supervisor/Coordinator	0.3	$ 36,855
Coordinator	0.8	$ 66,780
Family Resource Specialist (bi-lingual)	3.0	$ 244,151
Family Resource Specialist	1.0	$ 62,150
Administrative Support	0.2	$ 11,315
Community Educator	0.8	$ 43,364
Subtotal - Personnel		**$ 464,615**
Benefits (20%)		$ 92,923
Total - Personnel		**$ 557,538**
Family Support Funding		$ 41,000
COMMUNITY CONTRACTS		
Community Human Services		$ 102,711
PROGRAM/OPERATIONS		
Community Meeting Expense		$ 1,500
Marketing/Outreach		$ 3,000
Training/Travel		$ 2,000
California Prevention Planning (FRS) Training		$ 5,000
Travel and Mileage		$ 7,200
Lease Expense		$ 59,100
Print/Copy/Supplies		$ 4,500
Software (Apricot)		$ 18,000
Equipment/Desks/Chairs		$ 1,500
Telephone/Fax		$ 14,000
Subtotal - Program & Operations		**$ 259,511**
Subtotal - Program/Operations & Personnel		**$ 817,049**
Indirect Cost (DTH Admin = 13%)		**$ 106,216**
TOTAL		**$ 923,265**

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DOOR TO HOPE
PATHWAYS TO SAFETY
INVOICE FY 2026-27

Invoice Number: Month:

Category	FTE(s)	Budget	Previous YTD Expenses	Total Monthly Expenses	Current YTD Expenses	Balance Contract Funds
PERSONNEL						
Supervisor/Coordinator	0.3	**$ 36,855**	$ -	**$ -**	$ -	$ 36,855
Coordinator	0.8	**$ 66,780**	$ -	**$ -**	$ -	$ 66,780
Family Resource Specialist (bi-lingual)	3.0	**$ 244,151**	$ -	**$ -**	$ -	$ 244,151
Family Resource Specialist	1.0	**$ 62,150**	$ -	**$ -**	$ -	$ 62,150
Administrative Support	0.2	**$ 11,315**	$ -	**$ -**	$ -	$ 11,315
Community Educator	0.8	**$ 43,364**	$ -	**$ -**	$ -	$ 43,364
Subtotal - Personnel		***$ 464,615***	***$ -***	***$ -***	***$ -***	***$ 464,615***
Benefits (20%)		**$ 92,923**	$ -	**$ -**	$ -	$ 92,923
Total - Personnel		***$ 557,538***	***$ -***	***$ -***	***$ -***	***$ 557,538***
NonPersonnel						
Family Support Funding		**$ 41,000**	$ -	$ -	$ -	$ 41,000
Community Contracts (CHS)		**$ 102,711**	$ -	$ -	$ -	$ 102,711
Community Meeting Expense		**$ 1,500**	$ -	$ -	$ -	$ 1,500
Marketing/Outreach		**$ 3,000**	$ -	$ -	$ -	$ 3,000
Training/Travel		**$ 2,000**	$ -	$ -	$ -	$ 2,000
California Prevention Planning (FRS) Training		**$ 5,000**	$ -	$ -	$ -	$ 5,000
Travel and Mileage		**$ 7,200**	$ -	$ -	$ -	$ 7,200
Lease Expense		**$ 59,100**	$ -	$ -	$ -	$ 59,100
Print/Copy/Supplies		**$ 4,500**	$ -	$ -	$ -	$ 4,500
Software (Apricot)		**$ 18,000**	$ -	$ -	$ -	$ 18,000
Equipment/Desks/Chairs		**$ 1,500**	$ -	$ -	$ -	$ 1,500
Telephone/Fax		**$ 14,000**	$ -	$ -	$ -	$ 14,000
Subtotal - NonPersonnel		**$ 259,511**	**$ -**	**$ -**	**$ -**	**$ 259,511**
Subtotal - Personnel & NonPersonnel		**$ 817,049**	**$ -**	**$ -**	**$ -**	**$ 817,049**
Indirect Cost (DTH Admin = 13%)		**$ 106,216**	**$ -**	**$ -**	**$ -**	**$ 106,216**
TOTAL		**$ 923,265**	**$ -**	**$ -**	**$ -**	**$ 923,265**

I certify that this report is correct and complete to the best of my knowledge.

Name of person completing form _____ Phone Number _____ Date _____

Signature of person completing form _____ Date _____

County Authorized Signature _____ Date _____

Remittance Address: **130 West Gabilan Street, Salinas CA 93901**

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 1:57 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 73919C59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 1:57 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
73919C59065949A...
(signature of authorized representative)

5/13/2026 | 1:57 PM PDT
(date)

Docusign Envelope ID: DFB9AF6A-17AE-8916-8132-CD1C20AED2A1

DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

Docusign Envelope ID: DFB9AF6A-17AE-8916-8132-CD1C20AED2A1

CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73919C590689494...
Authorized Signature

5/13/2026 | 1:57 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/18/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for services for the prevention, assessment and intervention of prenatal alcohol and drug exposure in children in Monterey County for the period of July 1, 2026 through June 30, 2027, in the amount of $299,961; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($29,996) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $329,957.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for services for the prevention, assessment and intervention of prenatal alcohol and drug exposure in children in Monterey County for the period of July 1, 2026 through June 30, 2027, in the amount of $299,961; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($29,996) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $329,957.

SUMMARY:
Door to Hope's Monterey County Screening Team Assessment, Referral and Treatment (MCSTART) Program is a local collaborative providing prevention, assessment, early intervention and treatment services to Monterey County children who have been exposed to alcohol or drugs or are at risk for perinatal alcohol or drug exposure and their families.

DISCUSSION:
Funding provided to Door to Hope will allow the program to provide capacity building that adjusts to the Child Welfare population, advance training on prenatal alcohol and drug exposure, parent/caregiver education, and case management services. Door to Hope will use evidenced based assessment tools to provide support to newborns at risk for alcohol and drug exposure to assess their health and well-being, provide linkage to needed services, and provide basic needs and information to their caregivers and program partners. This agreement will also provide for supervision and oversight

of the Mentor Moms/Dads program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with a combination of Federal funds and State realignment revenues. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing tools and services designed to help youth 0-5 involved with child welfare services, receive the necessary treatment services as a result of drug and alcohol exposure.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Edward Juarez-Lefevre, Management Analyst III, x3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for services for the prevention, assessment and intervention of prenatal alcohol and drug exposure in children in Monterey County for the period of July 1, 2026 through June 30, 2027, in the amount of $299,961; and
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b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($29,996) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $329,957.

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Door to Hope’s Monterey County Screening Team Assessment, Referral and Treatment (MCSTART) Program is a local collaborative providing prevention, assessment, early intervention and treatment services to Monterey County children who have been exposed to alcohol or drugs or are at risk for perinatal alcohol or drug exposure and their families.

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Funding provided to Door to Hope will allow the program to provide capacity building that adjusts to the Child Welfare population, advance training on prenatal alcohol and drug exposure, parent/caregiver education, and case management services. Door to Hope will use evidenced based assessment tools to provide support to newborns at risk for alcohol and drug exposure to assess their health and well-being, provide linkage to needed services, and provide basic needs and information to their caregivers and program partners. This agreement will also provide for supervision and oversight of the Mentor Moms/Dads program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with a combination of Federal funds and State realignment revenues. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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____ Sustainable Infrastructure for the Present and Future
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____ Administrative

Prepared by: Prepared by: Edward Juarez-Lefevre, Management Analyst III, x3525

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 4193AA09-4DD5-8F9C-83C2-F88B09A68932

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

services for the prevention, assessment, and early intervention of perinatal alcohol and drug exposure in children in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 299,961.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 Church St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/18/2026 | 5:21 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller
Date: 5/19/2026 | 9:00 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon 73919C590659494...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 11:50 AM PDT
By: Signed by: Denise Felix FE1554EC6B814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/18/2026 | 11:25 AM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope - MCSTART

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

DOOR TO HOPE
MCSTART AND MENTOR SERVICES

A. TOTAL FUNDING: $299,961 CWS

B. CONTRACT TERM: July 1, 2026 - June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey, Department of Social Services
Edward Juarez-Lefevre, Management Analyst III
713 La Guardia St., Salinas, CA 93905
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Door to Hope
Chris Shannon
130 W. Gabilan Street Salinas, CA 93901
Phone: (831) 758-0181 Fax: (831) 758-5127
ChrisS@doortohope.org

Location of Services:
Door to Hope
130 W. Gabilan Street Salinas, CA 93901

D. SUBAWARD INFORMATION:

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.658, 93.659 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E, Adoption Assistance Program
Research and Development: No
Indirect Cost Rate: 13%

E. BACKGROUND:

Each year, more than 1,000 babies in Monterey County experience prenatal exposure to trauma, alcohol and/or drugs. Even more are exposed to domestic violence and trauma postnatal. To help these little ones, professionals must intervene and treat them. To do this, Door to Hope and Monterey County established MCSTART (for Monterey County Screening Team for Assessment, Referral and Treatment). Door to Hope is the lead agency in this collaboration. Their team is trained in this highly specialized area, providing unique knowledge, support and services. MCSTART provides children with comprehensive medical, cognitive, behavioral, social, emotional and educational development assessment and treatment. It also provides family services such as mentoring to birth parents involved with child welfare.

F. DESCRIPTION OF SERVICES:

F.1 The purpose of this Agreement is to provide funding for Door to Hope's Monterey County Screening Team Assessment, Referral and Treatment Program (MCSTART) to provide training, parent/caregiver education/mentorship, and public health services for the

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prevention, assessment, and early intervention of perinatal alcohol and drug exposure in Monterey County children.

F.2 This will be done through blending and braiding funds through public and private resources including Monterey County Department of Social Services – Family & Children's Services, Monterey County Children's Behavioral Health, and First Five Monterey County. CONTRACTOR shall provide year-round shelter to low-income women and families with children in the Monterey Peninsula region of Monterey County.

F.3 The target populations for services provided through this Agreement are:

F.3.1 Monterey County children who are ineligible for specialty mental health services through County behavioral health assessment.

F.3.2 Monterey County children who have been alcohol or drug-exposed, or at risk for perinatal alcohol or drug-exposure, and their families;

F.3.3 Monterey County children who have experienced early childhood trauma,

F.3.4 Biological parents of substance or trauma exposed children involved in the child welfare system;

F.3.5 Health care, social service, and educational personnel and other stakeholders who are involved in the prevention, identification, and/or treatment of at-risk children.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

G.1 **Screening, Treatment, Case Management and Care Coordination**: CONTRACTOR shall identify billing options and service provision in accordance with the agreements from funded partners as stated in Section C, paragraph 2 above for the identified MCSTART services listed below, utilizing evidenced based assessment tools where appropriate.

G.1.1 Developmental Screening – CONTRACTOR shall provide individualized screenings along with outcome summaries as needed, i.e. Ages and Stages Questionnaire (ASQ), Ages and Stages Questionnaire Social Emotional (ASQ:SE), Adverse Childhood Experiences (ACE), Child Behavior Checklist (CBCL), Trauma Symptom Checklist for Young Children (TSCYC), and Child and Adolescent Needs and Strength (CANS)

G.1.2 CONTRACTOR shall provide case management for maternal substance abuse and their children with mild-moderate medical necessity

G.1.3 CONTRACTOR shall provide case management and therapy for contracted services for dyadic and evidence-based attachment therapy.

G.1.4 CONTRACTOR shall provide Occupational Therapy.

G.1.5 CONTRACTOR shall provide Sensory Integration Occupational Therapy.

G.1.6 CONTRACTOR shall provide Parents as Teachers (PAT) Home Visitation to newborns and young children ages 0-5 years at risk for alcohol and drug exposure, to assess their health and well-being, provide linkage to needed services, and provide basic needs and information to their caregivers;

G.1.7 CONTRACT shall, as part of case management, make any and all necessary referrals to the local Regional Center for additional services as needed;

G.1.8 CONTRACTOR shall provide pregnant women with home visits to minimize their risk for use of alcohol and other drugs during pregnancy.

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G.2 **Family Services:** CONTRACTOR shall provide for supervision and oversight, including training, of family services through a mentoring program called Mentor Moms/Dads (for biological parents). CONTRACTOR shall provide program supervision through MCSTART's Director of Clinical and Mentoring Services.

G.2.1 CONTRACTOR shall provide coordination and support for the Mentor Moms/Dads Program through a full-time Mentor Moms/Dads Coordinator also responsible for reviewing assignments and supervision logs monthly. Data collected is to be forwarded on a monthly basis to DSS.

G.2.2 CONTRACTOR shall provide COUNTY with all documents regarding the program which should include but not limited to:

G.2.2.a Program Statement and Overview

G.2.2.b Program Expectations for Mentors

G.2.2.c An overview of Mentor training prior to and ongoing

G.2.3 CONTRACTOR shall provide the following training:

G.2.3.a Mentor Moms/Dads Basic Training – CONTRACTOR shall provide up to two (2) sessions, with six (6) hours of training per session. These sessions provide additional training and support services to biological parents who have successfully reunified with their children and are now providing mentoring services to other biological parents who are receiving reunification services.

G.2.4 Mentor Moms/Dads Meetings –CONTRACTOR shall provide at least eight (8) and up to twelve (12) meetings, with one and one half (1 ½) hours of training/support per session. These sessions provide additional training and support services to biological parents who have successfully reunified with their children and who now provide mentoring services to biological parents who are receiving family reunification services.

G.2.5 Mentor Moms/Dads 1-on-1 Mentoring – CONTRACTOR shall provide face-to-face monthly contact for biological parents who are receiving family reunification services. Contact may be conducted with children present for more direct support, education or supervision. If children are present, appropriate supervision is also facilitated. Additional contact training via telephone, internet, or e-mail is also budgeted.

G.3 **Mentor Training**: CONTRACTOR shall provide ongoing training and support for the mentor program:

G.3.1 Mentor Basics – CONTRACTOR shall provide up to two (2) sessions, with twelve (12) hours of training per session. These sessions provide training in basic skills needed to be an effective mentor, and will include, at a minimum, the following topics: introduction and an overview of mentoring; confidentiality; advocacy; substance exposure; infection control issues; communication and relationships; community resources; mentoring essentials (documentation); and familiarization with County and CONTRACTOR procedures relative to the mentor programs.

G.3.2 Advanced Mentoring – CONTRACTOR shall provide mentors will any additional training needed to support parents while enrolled into the mentoring program

G.4 **Education**

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G.4.1 Trainings and Outreach: CONTRACTOR shall conduct ongoing outreach through Monterey County Department of Social Services (DSS), to increase awareness and identification of children at risk for

G.4.2 CONTRACTOR shall be responsible for providing all aspects of the training, which includes, but is not limited to: marketing; curriculum and materials development; recruitment, selection, supervision, payment, and evaluation of trainers and mentors; provision of continuing education units by the Board of Behavioral Sciences; enrollment; attendance and evaluation record-keeping; translation services; arrangements for training facilities; childcare; refreshments; and quality control.

G.4.3 CONTRACTOR shall provide the County Contract Manager with a list of all ongoing and additional trainings prior to the first invoice. The list shall contain the names, dates, times and locations of trainings.

G.4.4 CONTRACTOR shall prepare written agendas for each meeting and will assure that meeting minutes are maintained and emailed to the County Contract Manager.

G.4.5 The budget for this Agreement, as presented in Exhibit C, has been developed assuming the CONTRACTOR will hold the maximum number of training sessions allowed by the Scope of Work (Exhibit A). More or less frequent activities may be authorized with prior agreement of the COUNTY and the CONTRACTOR, provided the changes are within the constraints of the original budget (Exhibit C).

G.4.6 CONTRACTOR shall be expected to provide training sessions in Spanish. The actual number of sessions will be based upon need, and may be as high as one-half of the training sessions. Actual number of sessions will be jointly decided by the COUNTY and the CONTRACTOR during the course of the contract year. Handouts for these sessions will also be made available in Spanish.

G.4.7 Unless otherwise approved by the COUNTY, all training offered through this Agreement shall be made available to applicable members of the target population at no cost. This restriction does not apply to any additional charge required to certify continuing education credits for individual participants in the training.

G.4.8 CONTRACTOR and COUNTY will coordinate all dates and times to avoid scheduling conflicts and accommodate organizational workload issues. The needs of the target population shall be considered when developing the schedules.

G.4.9 Trainings will be conducted at 130 W. Gabilan or 60 West Market Street, Salinas, or other locations determined amenable to the target population and agreed upon by the COUNTY and CONTRACTOR.

G.4.10 CONTRACTOR shall provide copies of all attendance rosters to the COUNTY for record-keeping purposes as requested.

G.4.11 CONTRACTOR may allow other individuals to attend the trainings, upon pre-approval of the COUNTY and contingent upon available funding and space.

G.4.12 CONTRACTOR reserves the right to cancel any training at which it is anticipated there will be four (4) or fewer participants. The primary contact for

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the COUNTY shall be notified in advance of the training cancellation and every effort will be made to notify potential attendees.

G.4.13 On a case-by-case basis, COUNTY may approve use of funding from this Agreement to be used for one or more mentors to attend training conferences or workshops not sponsored by the CONTRACTOR or COUNTY. If a mentor is authorized to attend such an activity, his/her hours, registration and travel expenses will be compensated from the appropriate funding source for that mentor. Meals and mileage will be reimbursed at the County's current allowable rates per section H. Hourly compensation shall be as follows:

G.4.13.a If a mentor attends as a presenter, his/her hours will be paid at the normal hourly rate for face-to-face mentoring for actual time expended, up to a maximum of eight (8) hours per day.

G.4.13.b If a mentor attends as a trainee, his/her hours will be compensated at one-half the normal hourly rate for face-to-face mentoring, for actual time expended, up to a maximum of eight (8) hours per day.

G.4.14 In the event a mentor is asked to make a community presentation, attend a collaborative meeting, or provide input at a public hearing, and upon authorization by the COUNTY to be reimbursed for the activity, the mentor's hours, registration and travel expenses will be compensated from the appropriate funding source for the activity. Mentor hours will be paid at the normal hourly rate for face-to-face mentoring for actual time expended, up to a maximum of eight (8) hours per day. Said activities shall be limited to an average of fifteen (15) hours per month.

G.4.15 Live Scan fingerprinting shall be required for all childcare providers and Mentor Moms/Dads. COUNTY shall provide the fingerprinting services for this population. CONTRACTOR shall not be responsible for the COUNTY costs of conducting the fingerprinting.

G.4.16 No employee of the COUNTY shall be hired by the CONTRACTOR through funds provided by the COUNTY.

G.4.17 CONTRACTOR will be responsible for the hiring and termination of mentors in line with CONTRACTOR agency independent contractor policies

G.4.18 CONTRACTOR shall provide the COUNTY with copies of the completed program reports provided by MCSTART to First 5 Monterey County.

G.5 **Reporting**

G.5.1 CONTRACTOR shall provide the COUNTY with quarterly reports capturing agreed upon data points including but not limited to:

G.5.1.a number of referrals, assessments provided including assessment types, case coordination data, number of youth served, and outcomes data.

G.5.1.b For mentoring programs: number of mentor and mentor hours, engagement type, outreach efforts, and general trends.

G.5.2 Quarterly reports may be presented at quarterly meetings.

H. COUNTY RESPONSIBILITIES:

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

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H.1 Act as gatekeeper(s) for families eligible to receive services.
- H.1.1 Appropriate staff will submit referrals via the Universal Referral Form for services provided by CONTRACTOR and provide additional information as needed through consistent and timely communication

H.2 Provide the CONTRACTOR with the names of individuals qualified to be mentors.
- H.2.1 Assigned FCS Supervisor shall provide a list of qualified individuals for the Mentoring Programs. All names on the list will be pre-screened and approved by the Program Manager responsible for the ongoing programs before it is given to the CONTRACTOR.
- H.2.2 The Family Reunification/Family Maintenance Supervisor shall monitor referrals of qualified individuals for the Mentor Moms/Dads mentoring programs to ensure they meet FCS onboarding criteria. All names on the list will be pre-screened and approved by the Program Manager responsible for ongoing programs before it is given to the CONTRACTOR.

I. MEETINGS/COMMUNICATIONS

I.1 COUNTY and CONTRACTOR shall have joint responsibility to promote collaborative communication.

I.2 The Contract Administrator for the COUNTY and the Program Manager responsible for the Family Maintenance/Family Reunification programs shall be standing members of the MCSTART Steering Committee.

I.3 Upon request by CONTRACTOR, the COUNTY shall designate appropriate personnel to participate in client staffing and participate in meetings to support and/or discuss items that affect either party to this Agreement.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. PAYMENT PROVISIONS:

K.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

K.2 Total cost of this program is **two hundred ninety-nine thousand nine hundred sixty-one ($299,961.00)**
- K.2.1 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of Exhibit D, Invoice.

K.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred ninety-nine thousand nine hundred sixty-one ($299,961.00),** per **Exhibits C, Budgets**.

K.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the

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month in which services were performed on the form set in **Exhibit D, Invoice**. The final fiscal year invoices will be due no later than July 10th.

K.4.1 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
&
DOOR TO HOPE - MCSTART & MENTORING SERVICES
07/01/2026 - 6/30/2027

Program Budget and Invoice Procedures

PROGRAM BUDGET

Budget Item	Budgeted Cost
Salaries and Benefits	
Clinical Supervision (.10 FTE)	12,400
Mentor Moms/Dads Coordinator (1.0 FTE)	70,700
Case Management (.40 FTE)	32,208
Sub-total	115,308
Benefits (FT @ 19%)	21,909
Subtotal Salaries and Benefits	137,217
Services and Supplies	
Mentor Services	75,736
Supplies	52,500
Subtotal Services and Supplies	128,236
Subtotal Direct Costs	265,453
Indirect costs @ 13%	34,508
Total Program Costs	$299,961

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is $299,961.00.

A. CONTRACTOR may not increase established rates for trainers, mentors or children's activities workers without written consent of the COUNTY. Rates are as follows:

a. Mentor Moms/Dads: Pay rate shall not exceed $27.00 per hour.

b. Children's activities workers: Reimbursement rate for children's activities workers for training sessions will not exceed $27.00 per hour per worker.

Agreement Funded with: Child Welfare

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES
and DOOR TO HOPE
MCSTART Program
07/01/2026 - 06/30/2027

EXHIBIT D

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Invoice Number: _____

REPORT OF EXPENDITURES

Funding Source: _____ **Invoice for the month of** _____

Budget Item	Total Budget	Previous YTD Expenditures	Current Month Expenditures	Current YTD Expenditures	Remaining Balance	Additional Documentation Required *
SALARIES						Time sheets
Dir of Clinical & Mentoring Services .10 FTE	12,400	$ -	$ -	$ -	12,400	
Mentor Moms Coordinator 1.0 FTE	70,700	$ -	$ -	$ -	70,700	
Case Management .40 FTE	32,208	$ -	$ -	$ -	32,208	
Employee Benefits 19%	21,909	$ -	$ -	$ -	21,909	Journal
Mentor Services	75,736	$ -	$ -	$ -	75,736	Invoices/journal
Supplies	52,500	$ -	$ -	$ -	52,500	Invoices/journal
TOTAL DIRECT COSTS	265,453	$ -	$ -	$ -	265,453	
Indirect Costs @ 13% of total direct costs	34,508	$ -	$ -	$ -	34,508	n/a
TOTAL REQUEST FOR REIMBURSEMENT	$299,961	$ -	**$ -**	$ -	**299,961**	

*** Attach cost allocation sheet for all funding sources.**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for reimbursement pursuant to the terms of the contract.

Person completing the form: Denise Felix Title: CFO Phone Number: (831) 758-0181

Authorized signature: _____ Date: _____

Monterey County DSS Authorized Signature: _____ Date: _____

REMIT TO: Door to Hope
130 Church Street, Suite 3
Salinas, CA 93901

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 11:50 AM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 73819C59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 11:50 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
739[illegible]C590659494

(signature of authorized representative)

5/13/2026 | 11:50 AM PDT
(date)

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DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73819C59065D4CA...
Authorized Signature

5/13/2026 | 11:50 AM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/19/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Parents as Teachers program for the period of July 1, 2026 through June 30, 2027, in the amount of $ 391,244; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($39,124) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $ 430,368.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Parents as Teachers program for the period of July 1, 2026 through June 30, 2027, in the amount of $ 391,244; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($39,124) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $ 430,368.

SUMMARY:
Parents as Teachers (PAT) is a family education and therapy program for parents and their children. The program was founded on the belief that parents serve as a child's first and most influential teachers, and that effective parenting during a child's early years builds a lasting foundation for success. Door to Hope is distinguished as a Blue Ribbon Affiliate of PAT, a high achievement.

DISCUSSION:
This agreement provides ongoing interactive California Clearinghouse parent education services to families in need of, or at-risk for child protective services intervention. These families fall within one of the following three categories:

1. Parents involved with prevention and early intervention services, including the County's differential response program, currently known as the Pathways to Safety program,
2. Parents who are not eligible for CalWORKs PAT services.
3. Parents who are receiving Court Mandated or Voluntary Family Maintenance Services, and
4. Parents who receive Court Mandated or Voluntary Family Reunification Services.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the

Auditor-Controller's Office as to financial provisions.
FINANCING:
This agreement is funded by Social Services Realignment funds. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to Well-Being and Quality of Life as well as Safe and Resilient Communities adopted by the Board of Supervisors by improving family quality of life, tools of resilience and significant parent engagement and education for those initial years of life particularly targeted for families in need of, or at risk of, child protective services intervention.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
__x_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__x_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Prepared by: Ginger Pierce, CAPC Director x8784

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/19/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Door to Hope for Parents as Teachers program for the period of July 1, 2026 through June 30, 2027, in the amount of $ 391,244; and
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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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Mark a check to the related Board of Supervisors Strategic Plan Goals:
__x_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__x_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Prepared by: Ginger Pierce, CAPC Director x8784

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

parent education to families in need or at-risk for child protective services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 391,244.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 Church St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63480...
County Counsel
Date: 5/18/2026 | 5:23 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454EE...
Auditor/Controller
Date: 5/19/2026 | 8:58 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon 73919C59065949A...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 1:55 PM PDT
By: Signed by: Denise Felix FE1554FC6B814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/18/2026 | 11:29 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope – Parents as Teachers

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

DOOR TO HOPE – PARENTS AS TEACHERS

A. TOTAL FUNDING: $391,244 Child Welfare

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor: County of Monterey Department of Social Services
Ginger Pierce, CAPC Director
2620 1st Avenue Marina, CA 93933
Phone: 31 769-8784 FAX: 831 784 2123
Piercevr@countyofmonterey.gov

Contractor Information: Door to Hope
Chris Shannon, Executive Director
130 Church Street, Salinas, CA 93901-2632
Tel: (831) 758-0181 FAX: (831) 758-5127
chriss@doortohope.org

Location of Services: Parents as Teachers
130 Church Street Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. SUMMARY

The purpose of this Agreement is to provide funding for Parent as Teachers (PAT) for referred FCS population, prioritizing Family Reunification and Voluntary Family Maintenance Cases. The target population for this Agreement will encompass all referrals from Family and Children Services (FCS) Division of the Department of Social Services, considering FCS referrals who may also be served via CalWORKs- First Five contract. Target population is active Family Reunification, Voluntary Family Maintenance and Pathways to Safety (otherwise known as Differential Response) families.

F. DESCRIPTION OF SERVICES:

F.1 CONTRACTOR will provide direct, interactive parent education to families in need of, or at-risk for, child protective services, and who are referred and authorized for services by the COUNTY designated point of contact. Generally, these families will fall within three categories:

F.1.1 Parents involved with prevention and early intervention services, including Pathways to Safety or Differential Response.

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F.1.2 Parents who are Family Maintenance (FM) or Voluntary Family Maintenance (VFM) clients of FCS and have their children at home.

F.1.3 Parents who are Family Reunification (FR) or Voluntary Family Reunification (VFR) clients and have had their children placed in out-of-home care. These services will be provided to the parents even though they also may be actively engaged in substance abuse treatment. These families are the priority and there will not be a wait list for these families longer than 30 days.

F.2 CONTRACTOR ensures center services are Americans with Disabilities Act (ADA) compliant.

F.3 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.4 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits. CONTRACTOR is encouraged to apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.

F.5 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

F.6 CONTRACTOR will be inclusive when working with Family Reunification families and may concurrently provide parent mentoring education to the resource parents who are caring for the children enrolled in PAT.

F.6.1 Services will be provided by certified Parent Educators using the Parents as Teachers evidence based (PAT) curriculum. Materials provided will include the Parents as Teachers curriculum and handouts, videos as needed and materials and supplies for toy-making activities and children's books to use during visits.

F.6.2 Parent education, including actual hands-on instruction, will be provided for each visit. This is done to reinforce the instruction given and provide better opportunities for parent/child bonding and visitation. Parents will set parenting goals and an action plan will be developed that will help them achieve their goals. A parent/child activity time is part of each visit with a focus on literacy. Developmental, hearing, and vision screenings will be conducted, and Parents as Teachers will act as a referral source for these families. Information on child development and parenting skills will be the focus. Also, health and safety issues are included as part of the curriculum for Family Reunification families, parent educators also will meet at least monthly with the foster parent to include them in the interactive sessions and to instruct foster parents on how to perform the role of mentors for the parents in treatment.

F.6.3 Services delivered will be flexible to meet the needs of the family and comply with any current Shelter in Place County expectations as well as safety needs for all. In-home visitation will be scheduled as may best accommodate the client. Frequency of visits may vary, but are generally delivered twice per month.

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F.6.4 Service sites may include, but are not limited to: home, schools, libraries, social service agencies, and substance abuse treatment program facilities as part of the parents' service and treatment plan.

F.7 Referrals for PAT Services for FCS client referrals to the CONTRACTOR will be coordinated through a designated FCS referral coordinator and early intervention or prevention referrals shall be approved through the contract manager. To facilitate proper placement of parents, families referred by FCS will include the age of the child, or in the case of multiple children, an indication of the priority child, and the language preference of the family. Once a referral from FCS has been processed, parents will be assigned to a Parent Educator. Priority will be given to those parents who have been court ordered (i.e. Family Reunification) to receive services in order to have their children returned to them. All referrals will receive a phone call prior to commencement of their first visit notifying them of the date, time and location. The FCS social worker will work with the PAT educator to ensure timely communication and partnership.

F.8 CONTRACTOR shall serve an average of 60 families at a time. Each FTE has an average caseload of 20 families. Contract supports 3 FTEs. Caseloads vary depending on the time demands of each family's case as well as the visit frequency set by the Social Worker and Parent Educator. Factors include location of family, family stressors and needs, frequency of visits, CFT meetings, meetings with Social Worker etc.

F.9 CONTRACTOR will continue and grow their partnership with First Five Monterey County and Family and Children Services to work as a team in the provision of PAT to Family First and Prevention ACT (FFPSA) eligible families. CONTRACTOR will participate in discussions, meetings and training around the shared goal of growing in the provision of PAT services to the families of Monterey County.

F.10 The primary contact for the COUNTY may convene meetings as needed, but not less than twice per year**.** This meeting will minimally include the contract administrators. Others may be included at the discretion of the COUNTY and the CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; wait-lists, trends being seen, discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. These meetings will also discuss funding opportunities and possible partnership within Monterey County for the provision of PAT. CONTRACTOR does not have the authority to authorize changes requiring a contract amendment.

G. REPORTING INSTRUCTION, REQUIREMENTS & SUBMISSION

G.1 The CONTRACTOR shall use an evidenced based assessment tool consistent with current community standards and will submit the results to the COUNTY on a quarterly basis.

G.2 The CONTRACTOR shall record client progress after each session and submit reports to the COUNTY when requested specific to Family Reunification and Family Maintenance families. Aggregate data will be collected for referrals made via Pathways to Safety (otherwise known as Differential Response) families to best plan for intervening in support of families. The COUNTY shall provide self-addressed stamped envelopes for such purpose, and the Parent Educator will send the report to the attention of the client's social worker. Parent Educators shall provide monthly progress updates to assigned Social Workers. A monthly update template has been created by FCS supervisors and PAT Director to assure appropriate information is shared.

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G.3 Annual statistics on clients served shall be provided in an electronic format and shall contain outcome and demographic information as agreed on to meet reporting requirements for all funding sources. This data will be shared and discussed on an aggregate manner with all funding sources to increase collaborative work to best meet full community needs. General aggregate data will be provided on an aggregate manner for families referred and supported via FCS and will include referrals that were covered through the CalWORKs contract. This will be provided in lieu with National Parents as Teachers annual reporting requirements

H. TRAVEL/TRAINING REIMBURSEMENT:

H.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

I. PAYMENT PROVISIONS:

I.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

I.2 Total cost of this program is **three hundred ninety-one thousand two hundred and forty-four dollars ($391,244)**.

I.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

I.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three hundred ninety-one thousand two hundred and forty-four dollars ($391,244),** per **Exhibits C, Budgets.**

I.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*

I.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Door to Hope - Parents As Teachers
07/01/2026 – 06/30/2027

PROGRAM BUDGET

Budget Item	%	Budgeted Total
Salaries and Benefits	FTE	
PAT Family Services Director (Bilingual)	0.05	$ 6,077.00
Lead PAT Homevisitor	0.20	$ 15,932.00
PAT Homevistor	3.00	$ 217,402.00
Sub-total		**$ 239,411.00**
Benefits (21%)	0.21	$ 50,276.00
Subtotal Salaries and Benefits		**$ 289,687.00**
Program Expenses		
Materials & Supplies		$ 4,500.00
Training Costs & Certification Fees		$ 1,500.00
Travel/Mileage		$ 4,936.00
Occupancy/Utilities		$ 45,611.00
Subtotal Program Expenses		**$ 56,547.00**
Subtotal Direct Costs		**$ 346,234.00**
Indirect costs (max 13%)	0.13	$ 45,010.00
Total Program Costs		**$ 391,244.00**

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Door to Hope - PAT
County of Monterey Department of Social Services
7/1/2026- 6/30/2027

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Previous YTD Expenses	PAT Current Month Expenses	YTD Expenditures	Balance Remaining
PAT Family Services Director (Bilingual)	$ 6,077.00	$ -	$ -	$ -	$ 6,077.00
Lead PAT Homevisitor	$ 15,932.00	$ -	$ -	$ -	$ 15,932.00
PAT Homevistor	$ 217,402.00	$ -	$ -	$ -	$ 217,402.00
Benefits	$ 50,276.00	$ -	$ -	$ -	$ 50,276.00
Materials & Supplies	$ 4,500.00	$ -	$ -	$ -	$ 4,500.00
Training Costs & Certification Fees	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00
Travel/Mileage	$ 4,936.00	$ -	$ -	$ -	$ 4,936.00
Occupancy/Utilities	$ 45,611.00	$ -	$ -	$ -	$ 45,611.00
Indirect costs (max 13%)	$ 45,010.00	$ -	$ -	$ -	$ 45,010.00
Total	$ 391,244.00	$ -	$ -	$ -	$ 391,244.00
Total Budget			$ 391,244.00		
Year to Date			$ -		
Balance Remaining			$ 391,244.00		

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Denise Felix	CFO	(831) 758-0181	
Person Completing Invoice	Title	Phone #	Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Door to Hope
130 W. Gabilan Street Salinas, CA 93901

Docusign Envelope ID: CD07EFE8-4A86-8F84-8087-BEED73B03553

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: CD07EFE8-4A86-8F84-8087-BEED73B03553

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 1:55 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 7391DC59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 1:55 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
739(9C590659490

(signature of authorized representative)

5/13/2026 | 1:55 PM PDT
(date)

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DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73919C590659494...
Authorized Signature

5/13/2026 | 1:55 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/20/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Housing Resource Center of Monterey County to provide housing case management, program housing search, placement support, and rental subsidies for California Work Opportunity and Responsibility to Kids (CalWORKs) customers referred by the Department of Social Services for the period of July 1, 2026 through June 30, 2027, in the amount of $1,600,000; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($160,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,760,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Housing Resource Center of Monterey County to provide housing case management, program housing search, placement support, and rental subsidies for California Work Opportunity and Responsibility to Kids (CalWORKs) customers referred by the Department of Social Services for the period of July 1, 2026 through June 30, 2027, in the amount of $1,600,000; and
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SUMMARY:
The purpose of this agreement is to provide temporary housing subsidy funding to the Housing Resource Center of Monterey County (HRC) to support CalWORKs customers referred by the Department of Social Services (DSS). Services include housing case management, housing search and placement support, and rental subsidies through the Housing Support (HSP) and Family Stabilization (FS) programs. These efforts aim to assist vulnerable families in securing and maintaining stable housing while working toward self-sufficiency.

DISCUSSION:
The Department of Social Services (DSS) provides intensive case management under the Family Stabilization (FS) program to ensure families achieve a basic level of stability prior to, or alongside, participation in Welfare-to-Work (WTW) activities. The FS program is designed to increase client

success within the flexible WTW 24-Month Time Clock by offering enhanced support services that address barriers to self-sufficiency. These services include housing assistance, behavioral health services, domestic violence intervention, legal support, child welfare services, and employment resources.

DSS placements are further supported by HRC through monthly intensive case management, housing search, and landlord engagement provided by experienced Case Managers and Housing Specialists. The program has demonstrated success in helping vulnerable families overcome barriers to achieve stable, permanent housing, including both subsidized and unsubsidized rentals, room shares, and other supportive housing options. HSP specifically promotes housing stability for CalWORKs families as they work toward long-term self-sufficiency.

From July 2025 through March 2026, the HSP and FS programs served a total of 1298 individuals, including 803 children and 495 adults, and successfully transitioned 361 families into permanent housing. During this same period, HRC administered $1.042,761 in direct financial assistance to support rent, security deposits, utilities, moving costs, and other housing-related needs.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded by the CalWORKs Housing Support Program and Family Stabilization Program. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting the infrastructure for programs that serve the most vulnerable and low-income residents of the Community through Community Action programs.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative
Prepared by: Adriana Narez-Tapia, Management Analyst III, x4447

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/20/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with the Housing Resource Center of Monterey County to provide housing case management, program housing search, placement support, and rental subsidies for California Work Opportunity and Responsibility to Kids (CalWORKs) customers referred by the Department of Social Services for the period of July 1, 2026 through June 30, 2027, in the amount of $1,600,000; and
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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting the infrastructure for programs that serve the most vulnerable and low-income residents of the Community through Community Action programs.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Adriana Narez-Tapia, Management Analyst III, x4447

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 0F841E94-84EF-8EBF-83AC-B8DE01D145AC

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Housing Resource Center of Monterey County,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

housing, case management, housing search, placement support, and rental subsidies for CalWORKs customers referred to the Housing Support and Family Stabilization program.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,600,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Alexa Johnson
Name
Executive Director
Title
60 W. Market St., Suite 130, Salinas, CA 93901
Address
(831) 424-9186
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63480...
County Counsel
Date: 5/19/2026 | 1:13 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller
Date: 5/20/2026 | 8:17 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Housing Resource Center
Contractor/Business Name*
By: Signed by: Alison Kerr AEB0FF5DE137405...
(Signature of Chair, President, or Vice-President)
Alison Kerr, Board Chair
Name and Title
Date: 5/19/2026 | 12:44 PM PDT
By: DocuSigned by: Joe Servi 4621B5163ADF443...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Treasurer
Name and Title
Date: 5/19/2026 | 12:46 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Housing Resource Center of Monterey County

Exhibit A	Scope of Work
Exhibit A-1	Housing Support Program Guidelines
Exhibit A-2	Homeless Prevention Guidelines
Exhibit A-3	Housing Support Program Referral
Exhibit A-4	Authorization to Release Information – English & Spanish
Exhibit A-5	Case Closure Report
Exhibit A-6	Case Closure Letter Sample
Exhibit A-7	Case Denial Letter Sample
Exhibit A-8	Homeless Management Information System Requirements
Exhibit A-9	Coordinated Entry Requirements
Exhibit A-10	Family Stabilization Referral Form
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget (HSP)
Exhibit C-2	Budget (FSP)
Exhibit D-1	Invoice (HSP)
Exhibit D-2	Invoice (FSP)
Exhibit E	HIPAA Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF WORK/PAYMENT PROVISIONS

HOUSING RESOURCE CENTER OF MONTEREY COUNTY
Housing Support Program and Housing Stabilization Program

A. TOTAL FUNDING

$ 600,000 FSP Allocation
$ 1,000,000 HSP Allocation
$ 1,600,000 Contract Total

B. CONTRACT TERM

July 1, 2026 to June 30, 2027

C. CONTACT INFORMATION

County Contract Monitor:
Monterey County Department of Social Services
Adriana Narez-Tapia, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4447 Fax: (831) 755-8477
Narez-TapiaAY@countyofmonterey.gov

Contractor Information:
Housing Resource Center of Monterey County
Alexa Johnson, Executive Director
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
alexaj@hrcmc.org

Location of Services:
Housing Resource Center of Monterey County
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: YD3NMRHL2DP3
Date County Awarded Funding: July 1, 2026
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: N/A
Indirect Cost Rate: 0%

E. PURPOSE

The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing case management, program housing search, placement support, and rental subsidies for CalWORKs customers referred to CONTRACTOR by COUNTY Department of Social Services for the Housing Support (HSP) and Family Stabilization (FS) programs.

HOUSING SUPPORT PROGRAM

F. PROGRAM DESIGN

F.1 In 2014, the California Department of Social Services (CDSS) received special authority to launch a new Housing Support (HSP) program. Per Senate Bill (SB) 855

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(Chapter 29, Statutes of 2014), housing support in the CalWORKs program is necessary to assist families working towards achieving self-sufficiency. Homelessness and housing instability in the CalWORKs program is a challenging problem that impacts children's wellbeing and their parents' ability to engage in employment. The objective of the CalWORKs HSP is to promote housing stability for families in the CalWORKs program.

F.2 CONTRACTOR shall provide staff and services to perform intake, case management, housing assessment, housing search, placement, and on-going housing subsidy payments for a minimum of 60 eligible HSP CalWORKs customers each month.

F.2.1 CONTRACTOR shall maintain and share with COUNTY all program documents and forms to operate the HSP program per the **HSP Guidelines** in **Exhibit A-1**. Relevant program documents include program policies, procedures, client agreements, intake forms, case management and housing navigation templates, and public-facing program materials.

F.2.2 For HSP purposes, the COUNTY shall be the HSP Social Service Aide and/or Analyst assigned to HSP

F.3 In 2021, AB 135 (Chapter 85) expanded eligibility for HSP to include families in CalWORKs who are at-risk of homelessness including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being. **Exhibit A-2, Guidelines on Homeless Prevention.**

F.3.1 CONTRACTOR shall administer the HSP under all aspects of program eligibility including the prevention components outlined within **Exhibits A-1 and A-2**. Program policies and procedures for client assessment, case management and housing support to accommodate homeless prevention services shall conform with all program eligibility, definitions, and guidelines defined by CDSS.

G. PERFORMANCE GOALS

G.1 Provide rapid rehousing and housing navigation services to support and place 48 families into permanent housing per year.

G.2 Provide Housing Stabilization services to support 15 families at risk of homelessness

G.3 90% of all referred customers are scheduled to attend an intake and assessment within seven (7) days of CONTRACTOR receiving the customer referral from COUNTY.

G.4 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. In accordance with the **Housing Support Program Guidelines** (**Exhibit A-1**), CONTRACTOR shall produce and maintain program policies & procedures, performance goals, program administration, tracking and reporting, client intake and assessment, and housing search & housing stabilization services. The CONTRACTOR shall oversee and implement the following functions:

H.1 **Administration**

H.1.1 CONTRACTOR shall develop and publish formal written Program Policies and procedures in alignment Per Senate Bill (SB) 855 (Chapter 29, Statutes

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of 2014), AB 135 (Chapter 85) California Department of Social Services (CDSS) guidelines outlined in **Exhibits A-1 and A-2**, as well as the County of Monterey Department of Social Services CalWORKs HSP program guidelines.

H.1.1.a CONTRACTOR will ensure administration of HSP services are consistent with HSP goals and CalWORKs eligibility.

H.1.1.b CONTRACTOR will keep all Policy and Procedures up to date with program and legislative changes and keep all program policies accessible as designated by the COUNTY.

H.1.1.c CONTRACTOR will develop and keep all client intake, case management and housing forms updated to capture income and data required of the CalWORKs program and coordinate with eligibility specialist to maintain eligibility and report income and housing information.

H.1.1.d CONTRACTOR will promote the HSP services as a CalWORKs program and ensure coordination with the County of Monterey Department of Social Services.

H.1.2 Provide programmatic oversight of CONTRACTOR responsibilities provided under this Agreement.

H.1.3 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.

H.1.4 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.

H.1.5 Invite COUNTY partners to attend the regularly scheduled case review meetings.

H.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.

H.1.6.a Identification and response shall be captured in written communication.

H.1.6.b Corrective actions shall be agreed upon by both parties.

H.1.6.c Corrective actions shall be implemented as soon as deemed possible by both parties.

H.1.7 Ensure appropriate staffing to support the administration and service provided for in this Agreement.

H.1.8 Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

H.1.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HSP services and clients served. Grantee will ensure that HMIS data is collected in accordance with applicable laws, and requirements as outlined in **Exhibit A-8.**

H.1.10 CONTRACTOR shall utilize the local Coordinated Entry System known as Coordinated Assessment and Referral System (CARS) to complete assessments as outlined in **Exhibit A-9**.

H.2 **Tracking & Reporting**

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H.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Housing Destination at Time of Exit, Comments, and Monthly Progress Updates.

H.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.

H.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.

H.3 **Intake & Assessment**

H.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.

H.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.

H.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.

H.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are "literally homeless" with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.

H.3.4.a All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.

H.3.5 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

H.3.6 Ensure that each comprehensive intake and assessment includes, but is not limited to:

H.3.6.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.

H.3.6.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.

H.3.6.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information** (**Exhibit A-4**), if not provided at time of COUNTY referral.

H.3.6.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.

H.3.6.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the

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customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the customer may be eligible for, customer engagement in developing a housing plan, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.

H.3.6.f Verbal and written instructions for completion of CONTRACTOR'S program application materials.

H.3.6.g Delivery and discussion of the program participant rules and expectations.

H.3.6.h A thorough family assessment to determine the family size and housing needs to include, but is not limited to: housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).

H.3.6.i A thorough financial assessment to include a comparison of all available family income and expenses.

H.3.6.j Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage customers to pay for as much of their own housing as possible.

H.3.6.k Development of a thorough housing plan to include where temporary shelter will be obtained if required, scheduled hours for weekly housing search, short-term and long-term housing goals, identifying barriers to housing with action steps for the customer on how to reduce or remove barriers, along with projected milestone dates for housing applications, interviews, tours, and permanent housing placement.

H.3.6.l Completion of applications for available local low-income housing and housing lists.

H.3.6.m Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live. The discussion shall include access to and availability of childcare, the educational needs of school-aged children, employment and activity needs of adults, and general public safety concerns for the areas.

H.3.6.n Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.

H.3.6.o Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form

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is required to be provided, and what happens if the form is not completed and provided timely.

H.3.6.p A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.

H.3.6.q If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.

H.3.6.r Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.

H.4 **Housing Placement**

H.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the compressive intake and assessment appointment.

H.4.1.a The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.

H.4.1.b The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.

H.4.1.c Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.

H.4.1.d Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.

H.4.1.e An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

H.4.2 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.

H.4.3 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.

H.4.4 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.

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H.4.4.a Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.

H.4.4.b An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.

H.4.5 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.

H.4.5.a Compliance with the housing plan is determined by participation with program requirements and expectations.

H.4.5.b Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.

H.4.6 Record and report each customer's intake and assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database.

H.4.7 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords.

H.4.7.a This includes providing the landlords with information about CONTRACTOR's services.

H.4.8 Establish trust and confidence between the landlord, the customer, and CONTRACTOR.

H.4.8.a This also includes: the identification of available housing that meets the customer's basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.

H.4.9 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families. Connect referred customers to these landlords,

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service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.

H.4.10 Inform COUNTY of cases being closed by clearly documenting the reasons for closure in services database and completing the **Case Closure Report** (**Exhibit A-5**) and sending it to the COUNTY Program Contact using secure e-mail within five (5) business days of the actual closure date.

H.4.11 Complete and mail a formal **Case Closure Letter** (sample provided as **Exhibit A-6**) including specific reasons unsatisfactory participation was indicated to the customer's last known address and provide a copy to COUNTY with the Case Closure Form for HSP referred customers who do not successfully complete either the intake and assessment process or do not participate in the program plan.

H.4.12 Ensure that customers not participating in program services are provided a minimum of three (3) opportunities to comply before their case is closed.

H.4.13 Complete and send a formal **Case Denial Letter** (**Exhibit A-7**) to COUNTY Program Contact indicating the specific reasons, behaviors, and violations that indicate that additional program services would not be appropriate for re-referred HSP customers who have been unsuccessful in previous HSP services or have engaged in serious program violations.

H.5 **Subsidized Housing List Development**

H.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.

H.5.2 Update the housing list weekly and new listings shall be added to replace listings that are removed or no longer available.

H.5.2.a The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.

H.5.3 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment.

H.5.4 Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

H.5.5 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:

H.5.5.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.

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H.5.5.b Respond to landlord/site contact inquiries within forty-eight (48) hours.

H.5.6 Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.

H.6 **Program Staff**

H.6.1 Housing Program Manager

H.6.1.a Provide one (1) Housing Program Manager at .40 FTE to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

H.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

H.6.1.c The Housing Program Manager shall communicate regularly with the COUNTY HSP Analysts and COUNTY HSP Social Services Aide.

H.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.

H.6.2 **Housing Case Manager**

H.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE for intensive case management services related to both programs detailed in this Agreement.

H.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section H.3 Intake and Assessment.

H.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.

H.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.

H.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).

H.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.

H.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.

H.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.

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H.6.2.i	Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.
H.6.2.j	Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
H.6.2.k	Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
H.6.2.l	Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure electronic mail.
H.6.2.m	The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
H.6.2.n	Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled time.
H.6.2.o	Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
H.6.2.p	Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
H.6.2.q	Provide bilingual (English & Spanish) case management services either directly or through the use of an interpreter.
H.6.2.r	Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
H.6.2.s	Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
H.6.2.t	Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.
H.6.2.u	Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
H.6.2.v	Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
H.6.2.w	Enter the service end date and service final outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.

H.6.3 **Housing Specialist**

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H.6.3.a Provide at least two (2) Housing Specialists at 2.0 FTE to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.

H.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.

H.6.3.c The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.

H.6.3.d The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred customer that they are assigned.

H.6.3.e The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude.

H.6.3.f Ensure a current and accurate subsidized housing list is developed and maintained according to Section H.5 Subsidized Housing List Development.

H.6.4 **Program Assistant**

H.6.4.a Provide at least one program assistant at .40 FTE. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.

H.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Administration

I.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement

I.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.

I.1.3 Communicate at a minimum within two (2) working days to:

I.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.

I.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.

I.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.

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I.1.5 Conduct a minimum of one (1) contract monitoring visit during the term of this agreement to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.

I.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of the monitoring. Monitoring visits will include a review of each line item in this Agreement.

I.2 **Tracking & Reporting**

I.2.1 Work closely with CONTRACTOR to obtain detailed program data monthly for completion of the state mandated HSP-14 monthly reporting requirements.

I.2.2 Report to the State as required regarding Housing Support Program expenditures and participation.

I.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.

I.2.4 Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

I.3 **Intake & Referral**

I.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.

I.3.2 Manage and monitor waiting lists as needed

I.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.

I.3.4 Maintain and refer up to forty (40) COUNTY HSP customers each month.

I.3.5 Submit the following referral information using secure electronic mail to CONTRACTOR on **HSP Referral Form** (**Exhibit A-3**):

I.3.6 Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.

I.3.7 An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable (**Exhibit A-4**).

I.3.7.a For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

I.4 **Program Staff**

I.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including but not limited to:

I.4.1.a COUNTY HSP Community Affiliation Manager

I.4.1.b COUNTY HSP Analyst

I.4.1.c COUNTY HSP Social Services Aide

J. DATA REPORTING INSTRUCTIONS & SUBMISSION

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CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report.

J.1 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.

J.2 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for HSP customers.

J.3 All Monthly HMIS data must be collected and summarized monthly for review with contract monitor at monthly case review meetings.

FAMILY STABILIZATION PROGRAM

K. PROGRAM DESIGN

In 2014, Family Stabilization (FS) became a component of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program that provides intensive case management and services to customers that meet the criteria set forth in AB 74. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities and as such, is operated through the COUNTY's CalWORKs Employment Services (CWES) branch. The goal of the FS program is to increase a family's success by providing more intensive assessment and case management services to families including children, who are destabilized and are considered at-risk. The assignment of customers for additional activities, barrier removal services, and sheltering needs are critical and directly increase a family's success rate in achieving self-sufficiency.

K.1 CONTRACTOR shall provide staff and services to perform intake, assessment, housing search, placement, and on-going housing subsidy payments for up to 20 eligible FS CWES customers each month.

K.2 For FS program purposes, the COUNTY provides staff per the following FS Case Managers, FS Supervisors, and/or the FS Analyst.

L. PERFORMANCE GOALS

L.1 75% of all referred customers are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the customer referral from COUNTY.

L.2 80% of COUNTY referred FS customers who attend and successfully complete the intake and assessment are in safe, clean, and affordable temporary shelter the same day that the intake and assessment are completed. CONTRACTOR shall consider multiple temporary shelter options and make recommendations to the COUNTY.

L.3 50% of all customers who attend and successfully complete the intake and assessment and fully participate in the program's services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

L.4 80% of referred customers who attend intake and assessment will have an initial housing plan submitted to the assigned Family Stabilizations Case Manager (FSCM) within five (5) business days from intake.

M. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

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M.1 **Administration**

M.1.1 Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.

M.1.2 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.

M.1.3 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.

M.1.4 Invite COUNTY partners to attend these regularly scheduled case review meetings to review the status of the FCS program cases, including the number and progress of serviced customers, challenges, opportunities for improvement, and remaining services to be rendered. Attend additional meetings as scheduled and as needed to discuss other areas that affect either party to this Agreement.

M.1.5 Participate in an annual meeting of CalWORKs Employment Services (CWES) service providers convened by CWES that includes all CWES contractors.

M.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.

M.1.7 Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties.

M.1.8 Corrective actions shall be implemented as soon as deemed possible by both parties.

M.1.9 Ensure appropriate staffing to support the administration and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

M.2 **Tracking & Reporting**

M.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.

M.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.

M.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.

M.3 **Intake & Assessment**

M.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.

M.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.

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M.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.

M.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are "literally homeless" with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.

M.3.5 All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.

M.3.6 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

M.3.7 Ensure that each comprehensive intake and assessment includes, but is not limited to:

M.3.7.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.

M.3.7.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.

M.3.7.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information** (**Exhibit A-4**), if not provided at time of COUNTY referral.

M.3.7.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.

M.3.7.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the customer may be eligible for, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.

M.3.7.f Verbal and written instructions for completion of CONTRACTOR'S program application materials.

M.3.7.g Delivery and discussion of the program participant rules and expectations.

M.3.7.h A thorough family assessment to determine the family size and housing needs to include, but not limited to, housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).

M.3.7.i A thorough financial assessment to include a comparison of all available family income and expenses.

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M.3.7.j Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses.

M.3.7.k Encourage customers to pay for as much of their own housing as possible.

M.3.7.l Development of a thorough housing plan to include where temporary shelter will be obtained if required, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours, and permanent housing placement.

M.3.7.m Completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo del Mar, Homeward Bound, and Sun Street Centers.

M.3.7.n Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live.

M.3.7.o The discussion shall include access to and availability of childcare, the educational needs of school aged children, employment and activity needs of adults, and general public safety concerns for the areas.

M.3.7.p Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.

M.3.7.q Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.

M.3.7.r A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.

M.3.8 If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.

M.3.9 Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.

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M.3.10 Immediately following the formal contact, a review of the customer's referral and information and a formal contact with the COUNTY FS Case Manager, if necessary, to obtain additional information about the customer that may be required to support the appointment.

M.3.11 A formal contact with the COUNTY FS Case Manager following the customer's intake and assessment to brief the COUNTY FS Case Manager on the information discussed at the appointment and to provide an electronic copy of the customer's housing plan within five (5) working days.

M.4 **Housing Placement**

M.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the comprehensive intake and assessment appointment.

M.4.2 The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.

M.4.3 The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.

M.4.4 Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.

M.4.5 Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.

M.4.6 An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

M.4.7 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.

M.4.8 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.

M.4.9 Obtain COUNTY FS Supervisors approval prior to paying and placing customers in permanent housing.

M.4.10 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.

M.4.11 Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.

M.4.11.a An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.

M.4.12 Obtain COUNTY FS Supervisors approval prior to issuing housing subsidies or paying additional fees and furnishing.

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M.4.13 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.

M.4.13.a Compliance with the housing plan is determined by participation with program requirements and expectations.

M.4.14 Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.

M.4.15 Provide the COUNTY FS Supervisors and FS Analyst with a copy of the formal budget agreement, signed by both the customer and CONTRACTOR for review and approval prior to issuing monthly permanent housing subsidies.

M.4.15.a Written COUNTY FS Analyst or CWES Program Manager approval is required for each month that a housing subsidy will be paid by CONTRACTOR.

M.4.15.b Initial and additional permanent housing subsidies shall not be paid by CONTRACTOR without obtaining written COUNTY FS Supervisor, COUNTY FS Analyst or CWES Program Manager approval.

M.4.16 Record and report each customer’s intake and assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider’s secure program database.

M.4.17 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords. This includes providing the landlords with information about CONTRACTOR’s services.

M.4.18 Establish trust and confidence between the landlord, the customer, and CONTRACTOR. This also includes: the identification of available housing that meets the customer’s basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR’s service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.

M.4.19 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families to include but not be limited to: Housing Authority, Door to Hope, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound and Sun Street Centers. Connect referred customers to

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these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.

M.4.20 Obtain COUNTY permission prior to closing FS services and following standard closing processes.

M.5 **Subsidized Housing List Development**

M.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.

M.5.1.a The housing list shall be updated weekly, and new listings shall be added to replace listings that are removed or no longer available.

M.5.1.b The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, San Lucas, and San Ardo), the Monterey Peninsula, and the greater Salinas areas.

M.5.2 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment. Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

M.5.3 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:

M.5.3.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.

M.5.3.b Respond to landlord/site contact inquiries within forty-eight (48) hours.

M.5.3.c Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.

M.6 **Program Staff**

M.6.1 **Housing Program Manager**

M.6.1.a Provide at least one (1) Housing Program Manager at .75 FTE to supervise the Program Staff for both programs and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

M.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

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M.6.1.c For FS Program, the Housing Program Manager shall communicate regularly with the COUNTY FS Supervisors, COUNTY FS Analyst, and/or CWES Program Manager.

M.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.

M.6.1.e Attend additional FS Program meetings as necessary/required.

M.6.2 **Housing Case Manager**

M.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE to deliver intensive case management services for both programs detailed in this Agreement.

M.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section G.3 Intake and Assessment.

M.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.

M.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.

M.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).

M.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.

M.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.

M.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.

M.6.2.i Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.

M.6.2.j Ensure that Weekly Housing Coordination Reports are completed by the Housing Specialist for each FS customer actively placed in subsidized temporary and permanent housing.

M.6.2.k Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY FS Supervisors.

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M.6.2.l	Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
M.6.2.m	Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
M.6.2.n	Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment.
M.6.2.o	This report shall be made in writing using secure electronic mail.
M.6.2.p	The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
M.6.2.q	Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
M.6.2.r	Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
M.6.2.s	Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
M.6.2.t	Coordinate with each COUNTY FS referred customer's COUNTY FS Case Manager to incorporate the housing plan participation as an activity and component of the customer's FS plan.
M.6.2.u	Participate in group meetings as requested which may include either combination of the COUNTY referred customer, COUNTY staff, COUNTY FS Case Manager, COUNTY FS Supervisors, COUNTY FS Analyst, Housing Specialist, Housing Case Manager, Housing Program Manager and/or landlords/site contacts.
M.6.2.v	Provide bi-lingual (English-Spanish) case management services either directly or through the use of an interpreter.
M.6.2.w	Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
M.6.2.x	Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
M.6.2.y	If a FS customer is not satisfied or if basic housing needs are not met, communicate with FS program staff using secure electronic mail and discuss plans to satisfy the customer and/or meet basic housing needs.
M.6.2.z	Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.

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Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.

M.6.2.aa Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.

M.6.2.bb Report to the customer's COUNTY FS Case Manager using secure electronic mail whenever a COUNTY FS referred customer misses a scheduled appointment or the customer's services are required to be interrupted and/or discontinued.

M.6.2.cc Enter the service end date and final service outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.

M.6.3 **Housing Specialist**

M.6.3.a Provide at least two and one-half (2.5) Housing Specialists at 2.5 FTE for both programs and to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.

M.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.

M.6.3.c The Housing Specialist shall identify and obtain subsidized temporary shelter the same day as the customer attends and completes the intake and assessment for FS program customers.

M.6.3.d The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.

M.6.3.e Housing Specialist services will be provided weekly to each FS customer referred.

M.6.3.f The Housing Specialist shall provide a Weekly Housing Coordination Report detailing the weekly progress that each COUNTY FS referred customer has made toward obtaining subsidized temporary and permanent housing.

M.6.3.g The Weekly Housing Coordination Report shall also identify each customer that is currently placed in subsidized housing and provide a running total of the number of current subsidized housing placements.

M.6.3.h The Weekly Housing Coordination Report shall also identify those COUNTY FS referred customers that are nearing completion of CONTRACTOR paid housing subsidies and are not yet able to afford or maintain unsubsidized permanent housing.

M.6.3.i The Weekly Housing Coordination Report shall be provided to the Housing Case Manager, Housing Program Manager, and the COUNTY FS Supervisors weekly on the first business day of the week with information pertaining to the previous week.

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M.6.3.j The Housing Specialist shall provide basic housing search skills training and support to each COUNTY-referred customer that they are assigned. The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude. The Housing Specialist shall report FS program identified potential barriers to the COUNTY FS Case Manager or COUNTY FS Supervisors.

M.6.3.k Ensure a current and accurate subsidized housing list is developed and maintained according to Section M.5 Subsidized Housing List Development.

M.6.4 **Program Assistant**

M.6.4.a Provide at least one program assistant at .45 FTE for both programs. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.

M.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

N. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

N.1 **Administration**

N.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement

N.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.

N.1.3 Communicate at a minimum within two (2) working days to:

N.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.

N.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.

N.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.

N.1.5 Conduct a minimum of one (1) contract monitoring visit to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.

N.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit. Monitoring visits will include a review of each line item in this Agreement.

N.2 **Tracking & Reporting**

N.2.1 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated FSP-14 monthly reporting requirements.

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N.2.2 Report to the State as required regarding AB 74 Family Stabilization expenditures and participation.

N.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.

N.2.4 Monitor open cases to ensure customer's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

N.3 **Intake & Referral**

N.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.

N.3.2 Manage and monitor waiting lists as needed

N.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.

N.3.3.a Maintain and refer up to twenty (20) COUNTY FS customers each month.

N.3.4 Submit the following referral information using secure electronic mail or fax to CONTRACTOR on **FS Referral Form** (**Exhibit A-10**):

N.3.4.a Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.

N.3.4.b An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable **(Exhibit A-4**).

N.3.4.c For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

N.4 **Program Staff**

N.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including, but not limited to:

N.4.1.a COUNTY FS Analyst

N.4.1.b COUNTY FS Supervisors

N.4.1.c COUNTY FS Case Managers

N.4.1.d COUNTY CWES Program Managers

HOUSING SUPPORT & FAMILY STABILIZATION PROGRAMS

O. DATA REPORTING INSTRUCTIONS & SUBMISSION

O.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report and FSP-14 report.

O.2 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for customers of both HSP and FS Programs.

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O.3 All HSP14 reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.

O.4 All Monthly HMIS data must be collected and summarized monthly for review with contract monitor at monthly case review meetings.

P. PAYMENT PROVISIONS

P.1 County shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, Section I. PAYMENT BY COUNTY.

P.2 **2026-27 PAYMENT SUMMARY**

Service	HSP	FSP	Total
Housing Program	**$1,000,000**	**$600,000**	**$1,600,000**

The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one-million six-hundred thousand dollars and zero cents ($1,600,000.00)** as detailed in the Budget (**Exhibit C-1** & **Exhibit C-2**).

P.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoice in the form of **Exhibit D-1** and **Exhibit D-2**, **Invoice**.

P.3 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D-1** and **Exhibit D-2**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027.*

P.4 All original signed invoices shall be submitted to the County Contract Manager as listed in Section C.

(End of Exhibit A)

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HOUSING SUPPORT PROGRAM GUIDELINES

A. PROGRAM BACKGROUND

The CalWORKs Housing Support Program (HSP), established by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), is intended to foster housing stability for families experiencing or at-risk of homelessness in the CalWORKs program. Per Welfare and Institutions Code (WIC) Section 11330.5(c), The HSP funding must be used to support projects that follow evidence-based housing interventions, including homelessness prevention services and/or the core components of rapid rehousing. Further, WIC Section 8256 requires that all state-funded housing programs, including HSP, operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in All County Letter (ACL) 19-114 and ACL 24-88.

B. PROGRAM ELIGIBILITY

The HSP eligibility is broadly defined by WIC Section 11330.5 and includes CalWORKs recipients who are experiencing homelessness or at-risk of homelessness, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being.

C. ELIGIBLE CALWORKS RECIPIENTS

As further defined below, counties may now serve eligible families at-risk of homelessness. Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. Every effort should be made to serve all families in the CalWORKs program experiencing homelessness given expanded program funds.

The HSP identifies and targets the whole population of families in the CalWORKs Program experiencing homelessness regardless of housing and income barriers. Consistent with Housing First, programs should not create additional criteria for eligibility or exclude any population from being served. All CalWORKs recipient families are eligible to be served through HSP, including the following types of assistance units:

C.1 **Welfare-to-Work (WTW)** | An assistance unit [AU] type that includes Single-Parent and Two-Parent households with an aided adult who is not exempt from work activities and not sanctioned.

C.2 **Exempt** | An exemption excuses a CalWORKs participant from Welfare to Work requirements.

C.3 **Child Only** | Cases in which only the children in an AU are aided due to the exclusion or ineligibility for cash aid of the AU parent(s).

C.4 **Safety Net** | Cases in which only the children in an AU are aided due to the parent(s) being discontinued from cash aid because they reached their 48-month lifetime assistance limit.

C.5 **Sanctioned** | The process by which adult(s) are removed from CalWORKs support because at least one failed to comply with WTW program requirements without good cause, and County staff compliance efforts failed. Eligible children in an AU continue to receive funding. This includes long-term sanctioned cases.

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C.6 **CalWORKs Family Reunification (AB 429)** | The continuation of CalWORKs services when a child has been removed from the home and is receiving out-of- home care.

C.7 **CalLearn** | Statewide program for pregnant and parenting teens in the CalWORKs program. It is designed to encourage pregnant and parenting teens to graduate from high school or its equivalent, become independent, and form healthy families.

C.8 Per WIC 11330.5(h), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.

D. DEFINITION OF HOMELESSNESS

The CalWORKs HSP funding must be used to assist families in the CalWORKs program who are experiencing homelessness pursuant the U.S. Department of Housing and Urban Development (HUD) definition in 24 CFR section 91.5 under "Homeless" Sections (1)-(4) and in Attachment Two: Definition of Homelessness, Prioritization and HSP 14 of All County Welfare Directors Letter (ACWDL) dated May 13, 2021.

E. DEFINITION OF AT-RISK HOMELESSNESS

E.1 For the purposes of HSP, a person is defined as "at-risk of homelessness" when they:

- E.1.1 are experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being;
- E.1.2 have no subsequent permanent residence secured; and
- E.1.3 lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

E.2 This definition of "at-risk of homelessness" is inclusive of, but not limited to the HUD definition of "at-risk of homelessness" under 24 Code of Federal Regulations section 91.5. This means participants who meet the HUD definition of "at-risk of homelessness" shall be deemed "at-risk of homelessness" under the definition set out in this section.

E.3 Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. See Attachment Two for more on homelessness prevention targeting and prioritization.

E.4 At-Risk Self-Attestation

- E.4.1 **Families shall be allowed to self-attest that they meet the definition of "at-risk of homelessness" in this section.** No additional verification or documentation demonstrating that a family meets the definition of "at-risk of homelessness" is needed; counties shall not require further evidence for the purposes of HSP enrollment. This self-determination assumes that families in the CalWORKs program who are at-risk of homelessness are already more vulnerable to homelessness than the general population.
- E.4.2 Once a family has met the "at-risk of homelessness" definition in this section, counties may assess for other criteria indicative of vulnerability related to risk of homelessness for further prioritization.

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F. DEFINITIONS AND EXAMPLES OF HOMELESS VS PREVENTION ASSISTANCE

F.1 Grantees will be asked to report on their use of funds for prevention. See the table below, which provides definitions and examples to help clarify whether assistance should be tracked and reported as "homeless assistance" vs. "homelessness prevention assistance".

Type	Definition	Example	Homeless vs Prevention Assistance
Literally Homeless*	Updated in ACWDL dated May 13, 2021, HSP follows the HUD definition of homeless in 24 CFR section 91.5.	Example 1: Family living in a car for any amount of time. Example 2: Family residing in/exiting Project Roomkey or other shelter setting.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.
At Imminent Risk of Homelessness	Updated in ACWDL dated May 13, 2021, HSP follows the HUD definition of homeless in 24 CFR section 91.5, which includes families who will imminently lose housing within 14 days as homeless: An individual or family who will imminently lose their primary nighttime residence, provided that: The primary nighttime residence will be lost within 14 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;	Example 1: Family is couch surfing with a friend but has been asked to leave in a week and has no other support or resources. Example 2: Family with a 3-day pay or quit notice in hand and has no other support or resources.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.

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Type	Definition	Example	Homeless vs Prevention Assistance
At-Risk of Homelessness**	A client is "at-risk of homelessness" when they: are experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being; have no subsequent permanent residence secured; and lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing. Participants shall be allowed to self-attest that they meet this definition. This definition of "at-risk of homelessness" is inclusive of, but not limited to, the HUD definition of "at-risk of homelessness" under 24 CFR section 91.5. This means participants who meet the HUD definition of "at-risk of homelessness" shall be deemed "at-risk-of homelessness" under the definition set out in this section.	Example 1: Family has been couch surfing for months, but identifies concern about the stability of their current situation since they will likely need to leave within the next month and has no other support or resources.	Homelessness Prevention Assistance. Participants within this definition of at-risk of homelessness are counted towards spending on homelessness prevention.

*Effective May 13, 2021, the HSP definition of homelessness was updated to the ***HUD definition in 24 CFR section 91.5 under "Homeless" Sections (1)-(4)***.
**Effective as of the date of this letter.

G. PROGRAM SERVICE TYPES

Per Welfare and Institutions Code (WIC) Section 11330.5(c), HSP funding must be used to support projects that utilize evidence-based housing interventions, including homelessness prevention services and/or the core components of rapid rehousing.

G.1 Rapid Rehousing Core Components

Rapid rehousing program standards are detailed below for each of the three core components. While a household that is rapidly rehoused is not required to utilize all three core components, counties operating HSPs **must offer** program participants all three core components of rapid rehousing, utilizing a Housing First approach:

G.1.1 **Housing identification:** Activities under this core component include, but

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are not limited to, recruiting landlords with units in the communities and neighborhoods where program participants want to live and negotiating with landlords to help program participants access housing.

G.1.2 **Rent and move-in assistance:** Activities under this core component include, but are not limited to, paying for security deposits, move-in expenses, rent, and utilities. Rent and move-in assistance should be flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to transition immediately out of homelessness and to stabilize in permanent housing.

G.1.3 **Case management and services:** The goals of rapid re-housing case management are to help participants obtain and move into permanent housing, support participants with housing stability, and connect them to community and mainstream services and supports if needed. Housing-related case management should begin at entry into the program and continue throughout until a family is stably housed. Housing-related case plans should be developed in close coordination with the CalWORKs and any other (e.g., child welfare) case plans in addressing a family's needs. **Housing-related case management should complement, but not replace or supplant traditional CalWORKs case management.**

G.1.4 The core components of rapid rehousing can be provided by a single agency or in partnership with other agencies. The core components of rapid rehousing were developed in collaboration with, and endorsed by, the United States Interagency Council on Homelessness (USICH), the Department of Housing and Urban Development (HUD), and the Department of Veterans Affairs (VA).

G.2 **Homelessness Prevention Assistance**

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, first month's rent and/or security deposits, landlord mediation, repairs, connection to housing stabilization services, habitability/accessibility improvements, and housing navigation.** Refer to Attachment Two for more information expanding HSP programming to serving families at-risk of homelessness.

H. PROGRAM PRIORITIZATION

H.1 To ensure that funding remains prioritized for those with the highest vulnerabilities, CDSS expects that counties use the majority of funds to support people experiencing homelessness**. Counties are encouraged to limit overall spending on homelessness prevention assistance for families at-risk of homelessness to no more than 30 percent of the allocation, refer to the table above for definitions and examples of homeless assistance versus prevention Assistance.**

H.2 Counties unable to serve all eligible families in the CalWORKs program who are experiencing or at-risk of homelessness should use a prioritization framework and assessment to determine assistance and may not allow individual case managers to

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determine prioritization on a case by case basis. It is critical that prioritization criteria are consistent and not subject to the bias of an individual case manager or staff.

H.3 Counties should include their prioritization framework in written program policies to ensure consistent application across the program and to assist CDSS in understanding best practices across the state.

H.4 It is important to note that families in the CalWORKs Program are likely already more vulnerable to homelessness than the general population. Given that HSP serves CalWORKs families, HSP by design is targeting services to those at increased risk of homelessness. Prioritization or assessment processes should incorporate the following principles, regardless of the tool used:

H.4.1 **Be applied consistently** across the program and should not rely on the social worker's individual determination of who to serve.

H.4.2 Incorporate factors that are evidence-based or promising best practices, such as targeting services to those most at-risk of homelessness.

H.4.3 Delivered and framed in **an easy-to-understand and trauma-informed** manner that centers the client's needs, including the timing of the assessment components or conducting the assessment in multiple stages if the client is in crisis and/or hesitant to engage. Counties are strongly encouraged to use data that may already have been collected to inform the assessment process and to avoid repetitive or traumatic questions.

H.4.4 Adopt a **racial equity lens and framework**. The Centre for Social Data Analytics and the Government Alliance for Race and Equity recommends testing assessment process against questions such as: Is the assessment tool equally predictive and useful for all racial groups? When applying the tools, what will this mean for a person? Who will gain and who will be burdened? What information has already been gathered about how the tool impacts people of color?

H.4.5 Reduce barriers to entry and participation to the degree possible, versus being a tool to primarily screen people out.

H.4.6 Be used to assist families in obtaining housing that prioritizes client choice, considering the family's needs and preferences.

H.4.7 Offers and provides reasonable accommodations to people with disabilities.

I. HOUSING FIRST

I.1 The HSPs must be operated in accordance with Housing First principles. WIC Section 8256 requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in ACL 19-114 and ACL 24-88.

I.2 Housing First means that families should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."

I.3 CDSS has developed and previously requested that counties complete a Housing First Self-Assessment to support counties in assessing their adherence to and adoption of Housing First, and identify areas for development. CDSS reserves the right to request

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that counties complete a Housing First Self-Assessment throughout the technical assistance process. For example, this may be requested from counties establishing new programs or when a Housing First practice requires improvement or refinement. This Housing First Self-Assessment is an important tool for HSP counties to use through their continuous quality improvement practices and can be found in the ACWDL dated August 2, 2018 and was developed using the:

I.3.1 Housing First core components in WIC Section 8255;

I.3.2 U.S. Interagency Council on Homelessness (USICH) Housing First Checklist

I.3.3 U.S. Department of Housing and Urban Development (HUD) Housing First Assessment Tool

I.3.4 Corporation for Supportive Housing (CSH) Checklist

J. COLLABORATION ON THE HOMELESS RESPONSE SYSTEM

J.1 Counties operating HSP are required to coordinate with their homelessness response system, including participation in the local homelessness Continuum of Care (CoC), Coordinated Entry System (CES), and Homeless Management Information System (HMIS) to understand and meet the needs of the local community as well as to understand and address racial disproportionality for people experiencing homelessness **(Exhibits A-8 & A-9)**.

J.2 Counties are also strongly encouraged to collaborate with other partners, such as local child welfare, behavioral health and emergency response systems, local Medi-Cal managed care plans, Public Housing Authorities (PHAs), educational and family resource networks, domestic violence agencies, legal aid organizations, and other relevant networks to maximize available funding and connect participants to additional resources and supportive services. Information on these collaborations will be requested in future program updates. Counties may use HSP funds to establish specific positions to support the coordination of these systems.

K. RACIAL EQUITY

K.1 CDSS requires counties to commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous people and other people of color. Black and Indigenous people experience homelessness at significantly higher rates than whites, largely due to long-standing historical and structural racism. In California, Black people account for seven percent of the general population, but represent more than 31 percent of people experiencing homelessness. The disproportionality in homelessness is a by-product of systemic inequity – racism continues to perpetuate disparities in critical areas that impact rates of homelessness, including poverty, segregation/rental housing discrimination, incarceration, and access to health care.

K.2 Additionally, per Government Code Section 8899.50, each county must also operate its HSP in a manner that affirmatively furthers fair housing. This means that HSP must be operated in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

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K.3 Counties should review demographic data of HSP and CalWORKs participants to understand how program demographics compare to the racial and ethnic makeup of low income and unhoused families. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.

K.4 Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming.

K.5 Counties are encouraged to seek meaningful input and participation from current and former CalWORKs recipients, including recipients of color that to go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences. Additionally, CDSS will provide technical assistance opportunities to help counties address racial equity within HSP programming. The HSP funds can be used to support efforts such as a racial equity analysis or plans for HSP.

K.6 Counties are encouraged to review the following reports and resources: Reports

- K.6.1 Racial Inequalities in Homelessness, by the Numbers
- K.6.2 Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- K.6.3 A Brief Timeline of Race and Homelessness in America
- K.6.4 Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness
- K.6.5 Equity-Based Decision-Making Framework
- K.6.6 Framework for an Equitable COVID-19 Homelessness Response
- K.6.7 Advancing Racial Equity through Assessments and Prioritization (HUD)
- K.6.8 CA Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing.
- K.6.9 CA Business Consumer Services and Housing Agency's data portal.

L. TECHNICAL ASSISTANCE (TA)

L.1 Training and technical assistance (TA) will be provided to support counties in establishing, developing, and improving their HSP and to facilitate statewide information-sharing. The TA opportunities include one-on-one calls and email correspondence as well as in-person or virtual learning collaboratives focused on identifying and meeting the needs of HSPs throughout the state. CDSS may designate specific TA or training as mandatory, including for specific staff, such as program leads.

L.2 The TA and training topics may include strategies for strengthening outreach, case management, advocacy, housing navigation, homelessness prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, and improving collaboration with the local homelessness response system. The TA and training may be conducted by CDSS or a CDSS designated contractor. Additionally, programs may utilize HSP funds to provide program-specific training in areas identified by the county or CDSS to support continuous quality improvement.

L.3 Based on feedback from current counties, CDSS plans to establish cross-program opportunities for TA engagement. CDSS has started hosting joint office hours to address questions across various CDSS-funded programs, rather than holding separate program-specific sessions.

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M. DATA REPORTING AND INTEGRATION

Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of the HSP. Data needs should be considered when deciding on staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with HMIS administrators, service providers, and other entities that are part of the data integration process.

M.1 HSP-14/Monthly Reporting

M.1.1 Counties are required to provide aggregate level-data on a monthly basis via the HSP-14 report which is to be submitted via the (admReportHSP14@dss.ca.gov).

M.2 *Interim HSP-14 Reporting Update*

M.2.1 With adoption of the Department of Housing and Urban Development (HUD) definition of Homelessness in *24 CFR section 91.5 under "Homeless" Sections (1)-(4)* and definition of at-risk of homelessness within this letter, CDSS is providing interim reporting guidance on select elements of the HSP-14 to accommodate the expansion of program eligibility. **To further implement this change, additional instructions and updates regarding reporting in the HSP-14 will be provided under separate cover.** In the interim, for reporting families under **Item 9** in the HSP-14, the family's residence status at time of approved request/referral:

M.2.2 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (1)(ii) and (1)(iii) should be reported in Item 9.a.1. "Family has a primary nighttime residence that is a supervised publicly or privately-operated shelter designed to provide temporary living accommodations" (cell 24).

M.2.3 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (1)(i) should be reported in Item 9.a.2. "Family resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings" (cell 25).

M.2.4 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (2), (3), and (4) or the definition of at-risk of homelessness as defined under Attachment One: Program Eligibility above should be reported in Item 9.b. "Family is in receipt of judgement for eviction, as ordered by the court" (cell 26).

M.2.4.a **Note:** HSP eligibility **is not** contingent on receipt of judgement for eviction. Refer to Program Eligibility section above for expanded eligibility for HSP.

M.3 Homeless Management Information System

M.3.1 Effective July 1, 2020, counties (or their contracted partners) operating an HSP are required to enter all HSP participants into the local Homeless Management Information System (HMIS) to better align HSP with the broader homelessness response system. The HMIS is a critical part of an effective Coordinated Entry System and system-wide approach to homelessness and can help communities better match people with resources and interventions; understand their community need, populations served,

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interventions needed, and outcomes; as well as identify intersections and gaps in services.

M.4 Assembly Bill (AB) 977 Data Reporting Requirements

M.4.1 Assembly Bill 977, Chapter 397, Statutes of 2021 includes additional requirements of utilization of HMIS for HSP. Beginning on January 1, 2023, a county or entity operating HSP, as a condition of receiving state funds, shall enter the Universal Data Elements (Items 3.01–3.917) and the Common Data Elements (Items 4.02–4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development Homeless Management Information System Data Standards. The HSP grantees should follow HUD guidance on HMIS project set-up for HSP as an HMIS project and collect the appropriate data elements.

M.4.2 Grantees should collaborate with their CoC's HMIS lead to ensure proper project setup. Any county that does not already collect and enter these data into the local HMIS shall, upon request, receive technical assistance and guidance from staff of the Interagency Council on Homelessness and, as available, from federal partners, including, but not limited to, the United States Department of Housing and Urban Development. To request technical assistance, counties may either contact the Council directly at HCFC@BCSH.ca.gov or they may send their request to Housing@dss.ca.gov and CDSS staff will coordinate the facilitation of any necessary technical assistance between the county and Council staff. Additional guidance regarding AB 977 requirements and implementation will be provided under separate cover.

N. PROGRAM PERFORMANCE AND EVALUATION

Counties are expected to regularly measure, monitor, and communicate program impact and performance. Counties should establish and consistently track performance benchmarks, including the best practice Rapid Rehousing Performance Benchmarks below, and collect data to measure progress and to inform continuous quality improvements:

N.1 Reduce the length of time program participants spend homeless

N.1.1 For a program to meet this performance benchmark, households served by the program should move into permanent housing in an average of 30 days or less.

N.2 Exit households to permanent housing

N.2.1 For a program to meet this performance benchmark, at least 80 percent of households that exit a rapid re-housing program should exit to permanent housing.

N.3 Limit returns to homelessness within a year of program exit

N.3.1 For a program to meet this performance benchmark, at least 85 percent of households that exit a rapid re-housing program to permanent housing should not become homeless again within a year.

N.4 Programs should consider:

N.4.1 Number of families with increased income at exit

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N.4.2 Number of families exiting CalWORKs due to over-income
N.4.2.a **Note**: Per WIC 11330.5(h), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.
N.4.3 Number of families with improved employment or educational circumstances at exit
N.4.4 Participant satisfaction metrics
N.4.5 Equity data including:
N.4.5.a race and ethnicity of participants,
N.4.5.b disability status of participants,
N.4.5.c primary language of participants, and
N.4.5.d geographic location/distribution where housing is preserved or obtained

N.5 There are other indicators that may be helpful in evaluating program performance and impact, such as length of time between referral and enrollment, between enrollment and placement in interim housing, or number of participants housed and unhoused at program enrollment. CDSS will continue to provide further guidance, including through technical assistance, on how to set and monitor program performance indicators.

N.6 CDSS will conduct ongoing monitoring of program performance using program data, claiming information, and updates submitted by counties. Consistent with evidence-based programming, CDSS aims to utilize outcomes data to inform future funding.

N.7 Therefore, counties are encouraged to use data to conduct their own program management, oversight, and continuous quality improvement.

O. FORMAL STATEWIDE EVALUATION

Counties must also participate in activities related to any formal HSP evaluation, such as submitting data and logic models, conducting data reviews and cleaning, and/or participating in interviews, surveys and focus groups. Data sharing agreements with HMIS administrators may be required for efforts such as a formal evaluation. Counties may use HSP funds to support requirements related to a formal evaluation.

P. PROGRAM COMPLIANCE

Should CDSS become aware that a county is not operating the HSP consistent with statutory requirements or formal guidance issued by CDSS, the Department will notify the county that they shall amend their program within a specified timeline in order to come into compliance. CDSS will provide technical assistance to support counties and to ensure that programs are operated consistent with evidence-based practices and may request more regular program updates to reflect program compliance.

P.1 Examples of non-compliance may include, but are not limited to, failing to offer housing support and assistance as described in WIC Section 11330.5 and ACWDL dated May 13, 2021, or violating housing first requirements as described in WIC Section 8255 and 8256 and further outlined in ACL 19-114.

P.2 CDSS acknowledges that program targets and budgets are projections and may be

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subject to change given the dynamic nature of homeless assistance. CDSS is available to provide technical assistance to help counties meet their targeted number of families to house and maximize direct financial assistance.

P.3 Notice of Program Interruption to CDSS

P.3.1 Counties must notify CDSS in writing at least thirty days in advance of any temporary or permanent interruption to HSP services for any reason, including fully spending their allocation.

(End of Exhibit A-1)

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GUIDELINES ON HOMELESS PREVENTION

A. BACKGROUND

The HSP eligibility has been expanded to include families in the CalWORKs program who are at-risk of homelessness or who are recently homeless. This expansion may significantly impact how counties design and contract the program.

B. TYPES OF HOMELESS PREVENTION ASSISTANCE

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, security deposits, rental assistance, landlord mediation, repairs, habitability/accessibility improvements, and housing navigation and relocation.**

C. TARGETING HOMELESSNESS PREVENTION ASSISTANCE

According to the National Alliance to End Homelessness (NAEH) Prevention Targeting 101, while homelessness prevention refers to a broad category of services, research shows that homelessness prevention is more effective when targeted to the people who are most likely to fall into homelessness in the absence of preventative assistance. **Therefore, among families eligible for homelessness prevention assistance due to being at-risk of homelessness, counties should prioritize serving families with the greatest risk factors for homelessness, including households with multiple risk factors as listed below.**

C.1 Targeting households who are closer to the anticipated loss of housing increases the chances they will actually need financial assistance from the homeless assistance system in order to stay out of shelter. The more time a household has until their housing situation ends, the more likely it is they will find a workable solution for their current situation that does not require assistance. For this reason, households that have come seeking emergency shelter but may still be in their own housing situation are often good candidates for receiving homelessness prevention assistance.

C.2 The Homeless Management Information System (HMIS) or similar data collection system can provide the data the program needs to further identify and target service needs.

C.3 Counties should consider targeting homelessness prevention assistance to households that have risk factors for housing instability and homelessness. Some risk factors to consider include:

- C.3.1 Single parent households
- C.3.2 Households with children under two
- C.3.3 Disabilities in the household
- C.3.4 Criminal records
- C.3.5 History of conduct notices or other lease violations
- C.3.6 Past evictions
- C.3.7 Pregnancy
- C.3.8 Number of and length of previous homeless episodes
- C.3.9 Immediate crises such as domestic abuse
- C.3.10 Living situation prior to entering the homeless assistance system (doubled up or not being a leaseholder)
- C.3.11 Employment status

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C.3.12 Household size and membership (presence of children, their ages, etc.)

C.4 Without using available shelter data in selecting homelessness prevention assistance criteria, communities may run a higher risk of inadvertently serving people who would never have become homeless in the first place, limiting the resources available to households that truly need them. The National Alliance to End Homelessness Prevention Targeting 101 briefing includes factors for consideration for programs without access to shelter data.

D. EVICTION PREVENTION

D.1 Eviction prevention is distinct from homelessness prevention in that it is not narrowly targeted to only those households who are at-risk of homelessness due to a potential eviction. Homelessness prevention efforts often include eviction prevention strategies such as short term or one-time financial assistance payments, including payment of back rent, but may also offer more substantial case management or other supportive services.

D.2 Eviction prevention strategies for CDSS programs, including HSP, during COVID-19 are outlined in ACWDL dated January 14, 2021, and information on requirements for HSP to leverage federal and state rent relief resources is outlined in the section below.

E. REPORTING REQUIREMENTS ON FOR HOMELESS PREVENTION

E.1 Effective prevention programs for families at-risk of homelessness may require a different set of interventions, outreach efforts, processes, contractors, data collection, and community partners than those established for homeless assistance interventions. Counties should consider how the program may need to be adapted to incorporate this new intervention type. Further, counties should develop internal monitoring systems to track overall spending on prevention.

E.2 In the required program updates, counties will be asked to report on homelessness prevention services, including how those services are being delivered according to best practices. Counties will also be asked to report on their use of funds for homelessness prevention.

(End of Exhibit A-2)

EXHIBIT A-3

CalWORKs Housing Support Program (HSP) Referral Form

County of Monterey
DEPARTMENT OF SOCIAL SERVICES

Date: _____
Case Name: _____
Case Number: _____
CW Aid Code: _____

DEMOGRAPHIC INFORMATION:

Household (HH) Name: _____ (Last, First, Middle) _____ (DOB) _____ (Phone/Contact Number (Required))

Primary Language: _____ Total # in HH: _____ Email: _____

Comments or Landlord Contact: _____

SECTION I: *Family must be homeless **or** imminently lose their residence within 14 days of application.*

1. Is family currently homeless?
- Yes ☐ *Continue to #3, then Section II*
- No ☐ *Continue to #2*

2. Will the family imminently lose their primary nighttime residence within 14 days and have no subsequent residence identified?
- Yes ☐ Date must vacate: _____ *(Provide landlord contact in comment box above)*
- No ☐ ***STOP*****

3. Address: _____ (Client Address/Living Location/Shelter Name) _____ (City) _____ (Zip Code)

Homelessness and imminent risk of homelessness is defined by 24 CFR section 91.5 under Homeless. ** **STOP: HH is potentially **not** eligible for HSP; upload form to images, enter case comments in journal, and evaluate HH for other supportive programs.*

SECTION II:

1. Does HH have income other than CalWORKs grant? (e.g., UIB, SDI, SSA, Workers' Compensation, Subsidized Housing, etc.)
- Yes ☐ *Continue to #2, then to Section III*
- No ☐ *Continue to Section III*

2. Total Monthly HH Income/Subsidized Housing $_____ ☐ Earned ☐ Unearned ☐ Subsidized Housing

SECTION III: *HH must authorize release of information for HSP provider. If HH is not present to sign form ABCDM 228 at time of referral, verbal consent can be obtained until program provider can complete follow up during program intake.*

Is HH able to sign ABCDM 228?
- Yes ☐ *Have HH sign ABCDM 228 and attach copy to email*
- No ☐ *Obtain verbal authorization to begin referral and inform HH that HSP provider will require a signed release upon program intake*

Referred By: _____ (Worker Name and Title) _____ (Email) _____ (Date)

Other Housing Assistance Issued:
- Temporary Homeless Assistance: No ☐ Yes ☐ Dates: _____
- Permanent Homeless Assistance: No ☐ Yes ☐ Dates: _____

SECTION IV: *Welfare-To-Work (WTW) - Is HH member an active or sanctioned participant?*

Is there a WTW HH member?
- No ☐ ***Submit for HSP Processing*** **Submit to HSP** ***Form is complete upon email submission***
- Yes ☐ ***Submit CWES for Family Stabilization review*** **FSP Review** ***You will be notified of outcome after the review.***

For Use by CWES FS Staff Only

FS Review By: _____ (Worker Name and Title) _____ (Email) _____ (Date)

- ☐ FSP Eligible: Re-diverted to FS for services **Reject HSP**
- ☐ FSP Ineligible: Return to HSP for services **ReSubmit to HSP**

Indexing: Scope = Case; Category = Service Arrangements; Type = Referral: Service/

EXHIBIT A-4

STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

HSP___ FSP___ HP___ RRH___

AUTHORIZATION FOR RELEASE OF INFORMATION

To: HOUSING RESOURCE CENTER
(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

I, _____, RESIDING AT _____ HEREBY AUTHORIZE YOU TO RELEASE TO THE **DEPARTMENT OF SOCIAL SERVICES** SPECIFIC INFORMATION REQUESTED BY THIS AGENCY CONCERNING: **CalWORKs case status, housing/shelter service needs as well as related case management information.**

I FURTHER AUTHORIZE THE SHARING OF INFORMATION BETWEEN BOTH AGENCIES REGARDING MY CalWORKs CASE. THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE: **To refer and monitor participation and progress in Housing Resource Center services.**

DISCLOSURE IS AUTHORIZED FOR THE PERIOD OF: 12 months from signature date.

I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME.

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF CalWORKs CUSTOMER	DATE

BIRTH DATE	MOTHER'S MAIDEN NAME

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

DISTRIBUTION: EMAIL copy to 501- Housing Support Program
HARD COPY: customer
C-IV VIRTUAL PRINT TO: Service Arrangements, Referral: Service/Activity/Job Order, Case

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STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

HSP___ FSP___ HP___ RRH___

AUTHORIZATION FOR
AUTORIZACION DEL SOLICITANTE PARA DAR INFORMACION

To: HOUSING RESOURCE CENTER
(AGENCIA O INDIVIDUO DE QUIEN SE SOLICITA INFORMACION)

Yo, _____, RESIDO EN _____ AUTORIZO A DAR INFORMACION AL **DEPARTAMENTO DE SERVICIOS SOCIALES** INFORMACION ESPECIFICA SOLICITADA POR ESTA AGENCIA SOBRE: **estado del caso CalWORKs, necesidades de servicios de vivienda/refugio, así como información relacionada al caso.**

AUTORIZO EL INTERCAMBIO DE INFORMACION ENTRE AMBAS AGENCIAS EN CUANTO A MI CASO DE CalWORKs. ESTA INFORMACION ES NECESARIA POR LA SIGUIENTE RAZON: **Para consultar y monitorear la participación y progreso de los servicios de Housing Resource Center.**

ESTA DECLARACION ES VIGENTE POR EL PERIODO DE: 12 meses desde la fecha que se firma.

YO TENGO EL DERECHO DE CANCELAR ESTA AUTORIZACION EN CUALQUIER MOMEMTO.

ESTE FORMA FUE COMPLETADA Y LEIDA POR MI (O LEIDA PARA MI) EN SU TOTALIDAD ANTES DE FIRMARLA.

FIRMA DEL CLIENTE DE CalWORKs	FECHA

FECHA DE NACIMIENTO	NOMBRE DE SOLTERA DE LA MADRE

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

DISTRIBUTION: EMAIL copy to 501- Housing Support Program
HARD COPY: customer
C-IV VIRTUAL PRINT TO: Service Arrangements, Referral: Service/Activity/Job Order, Case

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Monterey County
CalWORKs Housing Support/Family Stabilization Programs

Case Closure Report

Case Name: _____ Program: ◯ HSP ◯ FSP

DSS Referral Date: _____ DSS Case Number: _____

HRC Referral Date: _____ HMIS Case Number: _____

First Appointment Date: _____ Closure Date: _____

1. This case is being discontinued for the following reason: *(Select one)*

◯ **Housing Stabilized**: Family's housing has stabilized
Date Client was Permanently Housed: _____

◯ **Other Program**: Family has entered another housing program
Housing Program Name or Provider: _____

◯ **No Active CalWORKs**: Family does not have an active CW participant, except if due to over income
Discontinue date: _____

◯ **Program Criteria Not Met**: Family has not met program criteria or complied with service agreement terms
Attach Case Closure Letter with Explanation

◯ **Moved:** Family moved out of Monterey County
New County of Residence: _____

◯ **Unknown/Unreachable:** Family was unreachable or current whereabouts are unknown
Attach documentation of attempts to reach family

◯ **Other/Withdraw:** Other reasons including request to withdraw from program
Explanation: _____

2. Housing Situation at Time of Case Closure*: (Select one)* Date Determined: _____

PERMANENT HOUSING

◯ **Non-Subsidized Housing**
◯ **Subsidized (non-HSP) Housing**
◯ **Retained After Court Ordered Eviction**
◯ **Shared with Family/Friends**
◯ **Unknown**
◯ **Other:** _____

NON-PERMANENT HOUSING

◯ **Subsidized (non-HSP) Housing**
◯ **Shared with Family/Friends**
◯ **Shelter**
◯ **Non-Habitable/Homeless**
◯ **Unknown**
◯ **Other:** _____

*****REQUIRED*****

Program Return Eligibility:

◯ YES - ok to re-enroll to program ◯ CONCERNS - program consult required prior to re-enrollment

Report Completed By: _____ Date: _____ Phone Number: _____

HRC Manager Approval: _____

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HRC
Housing Resource Center
of Monterey County

Date:

Dear [Client Name],

The Housing Resource Center of Monterey County (HRC) is the provider of the CalWORKs Housing Support Program services in Monterey County. Your file/referral has been reviewed and will be closed at this time as per by the California Department of Social Services CalWORKs Housing Support Program guidelines. The specific program reasons for this action are as follows:

☐	Several Attempts to make contact were unsuccessful on the following dates:
☐	Consistently did not provide income verification documents needed for housing applications requested on the following dates:
☐	No longer a CalWORKs participant
☐	Your case does not meet the state defined homelessness or homeless prevention criteria
☐	You have missed three consecutive appointments with HRC on the following dates:
☐	You have requested your case to be closed on:
☐	Other (include dates of each event):
☐	Warning 1 issued on: Warning 2 issued on: Warning 3 issued on:

Sample

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. We are unable to complete our objective without the participation of those whom we serve. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

Sincerely,

Name
Case Manager
831-555-5555 ext. 5
casemanager@email

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HRC
Housing Resource Center
of Monterey County

January 01, 2019

Dear Customer Name,

The Housing Resource Center of Monterey County (HRC) is the provider of CalWORKs Housing Support Program services in Monterey County. Your file/referral has been reviewed and will not be reaccepted into the program at this time per our CalWORKs Housing Support Program guidelines.

The specific program reasons for this action are as follows:

- Was enrolled into the HSP program two or more times within the past 12 months (_____, _____)
- Lost contact with HRC after being previously housed by HRC on _____ and agreeing in the client contract to allow home visits
- Not showing up to appointments or returning calls after being previously housed by HRC on _____
- Knowingly providing false information to HRC staff members regarding income or housing
- An eviction was filed for the previous housing providing by HRC due to lease violations and/or excessive damage
- Threatening and/or egregious behavior toward staff and/or others that could not be amicably resolved.

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. HRC is a collaborative, Housing First, agency. We are unable to complete our housing objective without the involvement of those we serve. As circumstances change and evolve, you may resubmit your request to the program in ___ days/months for reevaluation and consideration. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

SAMPLE

Sincerely,

Name
Program Manager

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Homeless Management Information System (HMIS) Requirements

This Exhibit A-8 ("Exhibit") is hereby incorporated into and made part of the Agreement dated July 1, 2025 to June 30, 2026 ("Agreement") by and between the County of Monterey and the Housing Resource Center of Monterey County (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - **3.2.** CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
   - **3.3.** CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **HMIS User Access and Training**
   - **4.1.** CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
   - **4.2.** All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.

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4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

5. Non-Compliance and Remedies

5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:

5.1.1. Required remedial training;

5.1.2. Temporary suspension of HMIS access;

5.1.3. Withholding of funding until compliance is achieved;

5.1.4. Termination of this Agreement for repeated non-compliance.

5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

(End of Exhibit A-8)

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Coordinated Entry Requirements

This Exhibit A-9 ("Exhibit") is hereby incorporated into and made part of the Agreement dated July 1, 2025 to June 30, 2026 ("Agreement") by and between the County of Monterey and the Housing Resource Center of Monterey County (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care (“CoC”) lead agency, to evaluate individuals’ and families’ needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System (“CARS”), is managed through the local Homeless Management Information System (“HMIS”).

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

☒ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

CONTRACTOR RESPONSIBILITIES

1. Purpose and Compliance

1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.

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1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.

1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.

2. Data Entry and Reporting Requirements

2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.

2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.

2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.

2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.

3. Privacy and Security Compliance

3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.

3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. Non-Compliance and Remedies

4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:

4.1.1. Required remedial training;

4.1.2. Temporary suspension of CES access;

4.1.3. Withholding of funding until compliance is achieved;

4.1.4. Termination of this Agreement for repeated non-compliance.

4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

(End of Exhibit A-9)

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EXHIBIT A-10

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

COUNTY OF MONTEREY

Date:
Case Name:
Case Number:
Worker Name:
Worker ID:
Worker Phone Number:

Service Referral

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

CUSTOMER NAME
ADDRESS LINE 1
ADDRESS LINE 2

Customer Name: _____
Need Category: _____
Need Type: _____
Need Description: Referral to HRC

Provider and address:
Housing Resource Center of Monterey County
Suite 130
60 W MARKET ST
SALINAS, CA 93901-2655

Children	Age

Comments:

CSF 136 (07/2020)

0000000395273765

1570

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1** and **Exhibit D-2**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1** and **Exhibit C-2**. Only the costs listed in **Exhibit C-1** and **Exhibit C-2** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Alexa Johnson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Monterey County Department of Social Services
Housing Support Program and Family Stabilization

July 1, 2026 - June 30, 2027

Agency Name: **Housing Resource Center**

Funding Total: **$ 1,000,000.00**

Expense Category	Budget Line	FTE	HSP Allocation	Budget Narrative
Program Personnel	FSP/HSP Case Manager	2.5	$150,356.00	2.5 FTE Case Manager (avg annual salary $58,452)
Program Personnel	FSP/HSP Housing Specialist	2.5	$146,250.24	2.5 FTE Housing Specalist (avg annual salary $56,908)
Program Personnel	Program Manager	0.4	$31,616.00	0.40 FTE Program Manager (annual salary $79,040)
Program Personnel	Program Operations Assistant	0.4	$24,128.00	0.50 FTE Program Assistant II (annual salary $60,320)
Administrative Personnel	Executive Director	0.3	$39,750.00	0.30 FTE Executive Director (annual salary $132,500)
Administrative Personnel	Accounting Support	0.4	$32,814.00	0.40 FTE Accountant (annual salary $82,035)
Administrative Personnel	Finance Manager	0.4	$40,000.00	0.40 FTE Finance Manager (annual salary $100,000)
Data Collection & Tracking	IT Equipment & Software		$6,250.00	34% of projected IT equipment expense (based on case ratio of HSP/FSP with other programs)
Data Collection & Tracking	IT Services		$6,250.00	34% of projected IT service expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Equipment Lease & Maintenance		$1,613.00	40% of copier lease (based on case ratio of HSP/FSP with other programs)
Operating Costs	Human Resources		$4,500.00	41% of outsources HR support (based on case ratio of HSP/FSP with other programs)
Operating Costs	Insurance		$7,541.00	40% of projected insurance expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Janitorial		$4,713.00	52% of janitorial expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Meetings & Travel		$4,016.00	Travel and meeting expense to support clients
Operating Costs	Rent		$30,536.00	31% of the monthly rent at 60 W. Market St., Salinas (based on case ratio of HSP/FSP with other
Operating Costs	Supplies		$4,667.00	40% of supplies expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Telephone & Internet		$5,400.00	48% of communications expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Utilities		$5,105.00	50% of projected utilities expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Vehicle Lease		$6,300.00	35% of vehicle lease expense (based on case ratio of HSP/FSP with other programs)
Direct Financial Assistance	Rental Subsides		$184,138.51	Direct customer assistance for rental assistance
Direct Financial Assistance	Security Deposits		$152,056.25	Direct customer assistance for security deposits
Direct Financial Assistance	Landlord Incentives		$5,000.00	To provide financial incentives to landlords to support housing placements
Direct Financial Assistance	Utility Payments		$10,000.00	Direct customer assistance for utility assistance
Direct Financial Assistance	Temporary Housing		$50,000.00	Direct financial assistance for temporary housing
Direct Financial Assistance	Move In Costs		$5,000.00	Direct customer assistance for housing move in costs
Direct Financial Assistance	Home Habitability		$30,000.00	Direct financial assistance for home habitability
Direct Financial Assistance	Other		$12,000.00	Direct financial assistance for application fees, credit reports, & other housing costs
	Total		**$1,000,000.00**	

Funding Source: Temporary Assistance for Needy Families (CFDA #93.558)

Note: Please keep in mind the following CDSS program guidelines

Program Operations (80% of budget)	**$ 800,545.00**	
Program Personnel *(best practice guideline 10%) Wages*		80.05%
Direct Financial Assistance *(best practice guideline 70%) Direct customer assistance for application fees, arrears, credit report, moving expenses, rental assistance, security deposit, unexpected financial burdens, utility deposit, and utility payments (list not exhaustive)*		
Administrative Costs (15% of budget)	**$186,955.00**	
Administrative Personnel *Wages and benefits for Program*		18.70%
Operating Costs *Facilities costs, furniture, equipment, office supplies, software, mileage, vehicle lease/insurance, supplies, financial literacy workshops, audit, bank charges, board expense, consultant, management, human resources, insurance, contingencies, IT services,*		
Data Collection Costs (5% of budget)	**$ 12,500.00**	1.25%
Data Collection & Tracking *Case management system, equipment, program licensing, IT services, staff and time dedicated to these activities (list not exhaustive)*		
	$ 1,000,000.00	100.00%

EXHIBIT C-2

Docusign Envelope ID: 0F841E94-84EF-8EBF-83AC-B8DE01D145AC

July 1, 2026 - June 30, 2027

Agency Name: **Housing Resource Center**

Funding Total: **$ 600,000.00**

Expense Category	Budget Line	FTE	FSP Allocation	Budget Narrative
Program Personnel	FSP/HSP Case Manager	1.0	$73,687.51	1.0 FTE Case Manager plus benefits & taxes
Program Personnel	FSP/HSP Housing Specialist	1.0	$75,569.90	1.0 FTE Housing Specalist plus benefits & taxes
Program Personnel	Program Manager	0.2	$19,764.28	0.2 FTE Program Manager (annual salary $79,040) plus benefits & taxes
Program Personnel	Program Assistant II	0.2	$14,210.68	0.20 FTE Program Assistant II (annual salary $51,272) plus benefits & taxes
Administrative Personnel	Executive Director	0.2	$26,956.28	0.20 FTE Executive Director (annual salary $115,000) plus benefits & taxes
Administrative Personnel	Accounting Support	0.2	$20,363.31	0.20 FTE Accountant (annual salary $82,035) plus benefits & taxes
Administrative Personnel	Finance Manager	0.2	$23,956.27	0.7 FTE Finance Manager (annual salary $100,000) plus benefits & taxes
Data Collection & Tracking	IT Equipment & Software		$1,000.00	3% of projected IT equipment expene (based on case ratio of HSP/FSP with other programs)
Data Collection & Tracking	IT Services		$1,025.00	3% of projected IT service expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Audit		$225.00	0.5% of the cost of the annual federal A133 audit
Operating Costs	Bank Fees & Interest		$200.00	To support the cost of bank charges and interest expense
Operating Costs	Equipment Lease & Maintenance		$500.00	12% of copier lease (based on case ratio of HSP/FSP with other programs)
Operating Costs	Human Resources		$1,710.00	33% of outsources HR support (based on case ratio of HSP/FSP with other programs)
Operating Costs	Insurance		$2,500.00	13% of projected insurance expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Janitorial		$2,000.00	22% of janitorial expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Marketing & Advertising		$587.00	Website & social media updates to support programs
Operating Costs	Meetings & Travel		$800.00	Travel and meeting expense to support clients
Operating Costs	Rent		$18,200.00	17% of the monthly rent at 60 W. Market St., Salinas (based on case ratio of HSP/FSP with other
Operating Costs	Supplies		$1,750.00	15% of supplies expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Telephone & Internet		$3,000.00	26% of communications expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Training		$200.00	5% of projected training related expenses (based on case ratio of HSP/FSP with other programs)
Operating Costs	Utilities		$350.00	3% of projected utilities expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Vehicle Lease		$1,000.00	8% of vehicle lease expense (based on case ratio of HSP/FSP with other programs)
Direct Financial Assistance	Rental Subsides		$100,000.00	Direct customer assistance for rental assistance
Direct Financial Assistance	Security Deposits		$70,444.77	Direct customer assistance for security deposits
Direct Financial Assistance	Landlord Incentives		$10,000.00	To provide financial incentives to landlords to support housing placements
Direct Financial Assistance	Utility Payments		$15,000.00	Direct customer assistance for utility assistance
Direct Financial Assistance	Temporary Housing		$59,500.00	Direct financial assistance for temporary housing
Direct Financial Assistance	Move In Costs		$8,000.00	Direct customer assistance for housing move in costs
Direct Financial Assistance	Home Habitability		$35,000.00	Direct financial assistance for home habitability
Direct Financial Assistance	Other		$12,500.00	Direct financial assistance for application fees, credit reports, & other housing costs
	Total		**$600,000.00**	

Funding Source: Temporary Assistance for Needy Families (CFDA #93.558)

Note: Please keep in mind the following CDSS program guidelines

Program Operations (80% of budget)	**$ 493,677.14**	
Program Personnel *(best practice guideline 10%) Wages*		82.28%
Direct Financial Assistance *(best practice guideline 70%) Direct customer assistance for application fees, arrears, credit report, moving expenses, rental assistance, security deposit, unexpected financial burdens, utility deposit, and utility payments (list not exhaustive)*		
Administrative Costs (15% of budget)	**$ 104,297.86**	
Administrative Personnel *Wages and benefits for Program*		17.38%
Operating Costs *Facilities costs, furniture, equipment, office supplies, software, mileage, vehicle lease/insurance, supplies, financial literacy workshops, audit, bank charges, board expense, consultant, management, human resources, insurance, contingencies, IT services,*		
Data Collection Costs (5% of budget)	**$ 2,025.00**	0.34%
Data Collection & Tracking *Case management system, equipment, program licensing, IT services, staff and time dedicated to these activities (list not exhaustive)*		
	$ 600,000.00	100.00%

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HOUSING RESOURCE CENTER OF MONTEREY COUNTY

EXHIBIT D-1

Housing Support Program Family Stabilization Program

July 1, 2026 - June 30, 2027

INVOICE #:

Remit to:
Housing Resource Center
60 W Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly HSP Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	3.00	$ 150,356.00	$ -	$ -	$ 150,356.00
FSP/HSP Housing Specialist	3.00	$ 146,250.24	$ -	$ -	$ 146,250.24
Program Manager	0.40	$ 31,616.00	$ -	$ -	$ 31,616.00
Program Operations Assistant II	0.40	$ 24,128.00	$ -	$ -	$ 24,128.00
Total Personnel		**$ 352,350.24**	**$ -**	**$ -**	**$ 352,350.24**
Administrative Personnel					
Executive Director	0.30	$ 39,750.00	$ -	$ -	$ 39,750.00
Accounting Support	0.40	$ 32,814.00	$ -	$ -	$ 32,814.00
Finance Manager	0.40	$ 40,000.00	$ -	$ -	$ 40,000.00
Total Administrative Personnel		**$ 112,564.00**	**$ -**	**$ -**	**$ 112,564.00**
Data Collection & Tracking					
IT Equipment & Software		$ 6,250.00	$ -	$ -	$ 6,250.00
IT Services		$ 6,250.00	$ -	$ -	$ 6,250.00
Total Data Collection & Tracking		**$ 12,500.00**	**$ -**	**$ -**	**$ 12,500.00**
Operating Costs					
Equipment Lease & Maintenance		$ 1,613.00	$ -	$ -	$ 1,613.00
Human Resources		$ 4,500.00	$ -	$ -	$ 4,500.00
Insurance		$ 7,541.00	$ -	$ -	$ 7,541.00
Janitorial		$ 4,713.00	$ -	$ -	$ 4,713.00
Meetings & Travel		$ 4,016.00	$ -	$ -	$ 4,016.00
Rent		$ 30,536.00	$ -	$ -	$ 30,536.00
Supplies		$ 4,667.00	$ -	$ -	$ 4,667.00
Telephone & Internet		$ 5,400.00	$ -	$ -	$ 5,400.00
Utilities		$ 5,105.00	$ -	$ -	$ 5,105.00
Vehicle Lease		$ 6,300.00	$ -	$ -	$ 6,300.00
Total Operating Costs		**$ 74,391.00**	**$ -**	**$ -**	**$ 74,391.00**
Direct Financial Assistance					
Rental Subsides		$ 184,138.51	$ -	$ -	$ 184,138.51
Security Deposits		$ 152,056.25	$ -	$ -	$ 152,056.25
Landlord Incentives		$ 5,000.00	$ -	$ -	$ 5,000.00
Utility Payments		$ 10,000.00	$ -	$ -	$ 10,000.00
Temporary Housing		$ 50,000.00	$ -	$ -	$ 50,000.00
Move In Costs		$ 5,000.00	$ -	$ -	$ 5,000.00
Home Habitability		$ 30,000.00	$ -	$ -	$ 30,000.00
Other		$ 12,000.00	$ -	$ -	$ 12,000.00
Total Direct Financial Assistance		**$ 448,194.76**	**$ -**	**$ -**	**$ 448,194.76**
Total Program Costs		**$ 1,000,000.00**	**$ -**	**$ -**	**$ 1,000,000.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

HOUSING RESOURCE CENTER OF MONTEREY COUNTY

EXHIBIT D-2

Housing Support Program Family Stabilization Program

July 1, 2026 - June 30, 2027

INVOICE #:

Remit to:
Housing Resource Center
60 W Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly FSP Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	1.00	$ 73,687.51	$ -	$ -	$ 73,687.51
FSP/HSP Housing Specialist	1.00	$ 75,569.90	$ -	$ -	$ 75,569.90
Program Manager	0.20	$ 19,764.28	$ -	$ -	$ 19,764.28
Program Assistant II	0.20	$ 14,210.68	$ -	$ -	$ 14,210.68
Total Personnel		**$ 183,232.37**	**$ -**	**$ -**	**$ 183,232.37**
Administrative Personnel					
Executive Director	0.20	$ 26,956.28	$ -	$ -	$ 26,956.28
Accounting Support	0.20	$ 20,363.31	$ -	$ -	$ 20,363.31
Finance Manager	0.20	$ 23,956.27	$ -	$ -	$ 23,956.27
Total Administrative Personnel		**$ 71,275.86**	**$ -**	**$ -**	**$ 71,275.86**
Data Collection & Tracking					
IT Equipment & Software		$ 1,000.00	$ -	$ -	$ 1,000.00
IT Services		$ 1,025.00	$ -	$ -	$ 1,025.00
Total Data Collection & Tracking		**$ 2,025.00**	**$ -**	**$ -**	**$ 2,025.00**
Operating Costs					
Audit		$ 225.00	$ -	$ -	$ 225.00
Bank Fees & Interest		$ 200.00	$ -	$ -	$ 200.00
Equipment Lease & Maintenance		$ 500.00	$ -	$ -	$ 500.00
Human Resources		$ 1,710.00	$ -	$ -	$ 1,710.00
Insurance		$ 2,500.00	$ -	$ -	$ 2,500.00
Janitorial		$ 2,000.00	$ -	$ -	$ 2,000.00
Marketing & Advertising		$ 587.00	$ -	$ -	$ 587.00
Meetings & Travel		$ 800.00	$ -	$ -	$ 800.00
Rent		$ 18,200.00	$ -	$ -	$ 18,200.00
Supplies		$ 1,750.00		$ -	$ 1,750.00
Telephone & Internet		$ 3,000.00	$ -	$ -	$ 3,000.00
Training		$ 200.00		$ -	$ 200.00
Utilities		$ 350.00		$ -	$ 350.00
Vehicle Lease		$ 1,000.00		$ -	$ 1,000.00
Total Operating Costs		**$ 33,022.00**	**$ -**	**$ -**	**$ 33,022.00**
Direct Financial Assistance					
Rental Subsides		$ 100,000.00	$ -	$ -	$ 100,000.00
Security Deposits		$ 70,444.77	$ -	$ -	$ 70,444.77
Landlord Incentives		$ 10,000.00	$ -	$ -	$ 10,000.00
Utility Payments		$ 15,000.00	$ -	$ -	$ 15,000.00
Temporary Housing		$ 59,500.00	$ -	$ -	$ 59,500.00
Move In Costs		$ 8,000.00	$ -	$ -	$ 8,000.00
Home Habitability		$ 35,000.00	$ -	$ -	$ 35,000.00
Other		$ 12,500.00	$ -	$ -	$ 12,500.00
Total Direct Financial Assistance		**$ 310,444.77**	**$ -**	**$ -**	**$ 310,444.77**
Total Program Costs		**$ 600,000.00**	**$ -**	**$ -**	**$ 600,000.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Housing Resource Center

By: Signed by: AEB0FF5DE137405...

Title: Board Chair

Date: 5/19/2026 | 12:44 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature AE80FF5DE137405...

Board Chair
Title

Housing Resource Center
Agency/Organization

5/19/2026 | 12:44 PM PDT
Date

Docusign Envelope ID: 0F841E94-84EF-8EBF-83AC-B8DE01D145AC

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
AE70FF5DE137405...
(signature of authorized representative)

5/19/2026 | 12:44 PM PDT
(date)

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HOUSING RESOURCE CENTER
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
AE50FF5DE1B7405...
Authorized Signature

5/19/2026 | 12:44 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/21/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Wayfinder Family Services for family finding and engagement services to child welfare and probation youth and kinship support services in Monterey County for the period of July 1, 2026 through June 30, 2027 in the amount of $724,064; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($72,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $796,470.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Wayfinder Family Services for family finding and engagement services to child welfare and probation youth and kinship support services in Monterey County for the period of July 1, 2026 through June 30, 2027 in the amount of $724,064; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($72,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $796,470.

SUMMARY:
The Wayfinder Family Services Family Finding and Engagement Program is designed to help create lifelong connections and appropriate placement options for every youth served. Wayfinder’s Kinship Support Services Program is a kinship navigation service that supports grandparents, extended family members, or close family friends who step up and fill an important gap for children in Monterey County so they avoid the trauma of separation from their birth family, enabling them to heal and thrive.

DISCUSSION:
The purpose of this agreement is to provide family finding and engagement services to Monterey County child welfare and probation youth who need a network of support or a permanent home and to provide supportive services to kinship resource parents who are caring for foster youth in Monterey County. The goals of these services are to increase the number of relatives and kin who are involved in a foster child’s life and to ensure kinship caregivers have the support they need to provide permanency to youth in foster care. It is anticipated that the Family Finders will be able to serve 14-18 youth at a time for about 6-8 months, and the Kinship Navigator will be able to provide case management to 7-10 caregivers annually with ongoing support groups and trainings for all kinship caregivers in

Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Excellence in Family Finding and Engagement Support Probation Allocation, Home-Based Flexible Family Supports Allocation, CalWORKs Fraud Recovery Incentive funds and Social Services Realignment funds. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing family finding and kinship support for families receiving child welfare services to ensure families remain connected in Monterey County.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative
Prepared by: Chelsea Chacon, Management Analyst III, Ext. 8596

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 5/21/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Wayfinder Family Services for family finding and engagement services to child welfare and probation youth and kinship support services in Monterey County for the period of July 1, 2026 through June 30, 2027 in the amount of $724,064; and
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RECOMMENDATION:
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a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Wayfinder Family Services for family finding and engagement services to child welfare and probation youth and kinship support services in Monterey County for the period of July 1, 2026 through June 30, 2027 in the amount of $724,064; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($72,406) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $796,470.

SUMMARY:
The Wayfinder Family Services Family Finding and Engagement Program is designed to help create lifelong connections and appropriate placement options for every youth served. Wayfinder's Kinship Support Services Program is a kinship navigation service that supports grandparents, extended family members, or close family friends who step up and fill an important gap for children in Monterey County so they avoid the trauma of separation from their birth family, enabling them to heal and thrive.

DISCUSSION:
The purpose of this agreement is to provide family finding and engagement services to Monterey County child welfare and probation youth who need a network of support or a permanent home and to provide supportive services to kinship resource parents who are caring for foster youth in Monterey County. The goals of these services are to increase the number of relatives and kin who are involved in a foster child's life and to ensure kinship caregivers have the support they need to provide permanency to youth in foster care. It is anticipated that the Family Finders will be able to serve 14-18 youth at a time for about 6-8 months, and the Kinship Navigator will be able to provide case management to 7-10 caregivers annually with ongoing support groups and trainings for all kinship caregivers in Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Excellence in Family Finding and Engagement Support Probation Allocation, Home-Based Flexible Family Supports Allocation, CalWORKs Fraud Recovery Incentive funds and Social Services Realignment funds. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2026-27 Recommended Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing family finding and kinship support for families receiving child welfare services to ensure families remain connected in Monterey County.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Chelsea Chacon, Management Analyst III, Ext. 8596

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: DF16CDD4-DF7A-8446-82CF-1ADC4A21D6FF

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Wayfinder Family Services,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

family finding and engagement services to foster/probation youth referred by the COUNTY and to provided kinship support services to relative or kin resource parents who are caring for the youth in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 724,064.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Carol Ramirez
Name
Executive Vice President
Title
5300 Angeles Vista Blvd., Los Angeles, CA 90043
Address
(916) 923-5444
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brenton A46091E5DE63480...
County Counsel
Date: 5/20/2026 | 4:25 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller
Date: 5/21/2026 | 2:40 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Wayfinder Family Services
Contractor/Business Name*
By: Signed by: Carol Ramirez 3007E0B21822469...
(Signature of Chair, President, or Vice-President)
Caro Ramirez VP and Chief Program Officer
Name and Title
Date: 5/15/2026 | 3:03 PM PDT
By: Signed by: 9F745089945 74F4...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Fernando Almodovar, CFO
Name and Title
Date: 5/20/2026 | 7:48 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Wayfinder Family Services

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF WORK/PAYMENT PROVISIONS

WAYFINDER FAMILY SERVICES
FAMILY FINDING AND ENGAGEMENT/KINSHIP SUPPORT SERVICES PROGRAM

A. TOTAL FUNDING: $724,064 — KSSP, EFFES (CFL 22/23-49), Fraud Recovery Incentives (CFL 24/25-62), Home-Based Flexible Family Supports (CFL 24/25-32), CWS

B. CONTRACT TERM: July 1, 2026 – June 30,2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Chelsea Chacon, Management Analyst III
713 La Guardia Street, Salinas, CA 93905
Phone: (831) 755-8596
chaconc@countyofmonterey.gov

Contractor Information:
Wayfinder Family Services
Carol Ramirez, LCSW, Executive Vice President
5300 Angeles Vista Blvd., Los Angeles, CA 90043
Phone: (916) 923-5444
CRamirez@wayfinderfamily.org

Location of Services:
Family Finding and Engagement/Kinship Support Services
1020 Merrill Street, Suite 2005, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: WGMLL7R23KB9
Date County Awarded Funding: March 12, 2025
ALN and Dollar Amount: 93.558, $50,000
Federal Award Description: California Work Opportunity and Responsibility to Kids Fraud Recovery Incentives Allocation
Research and Development: No
Indirect Cost Rate: 15%

E. BACKGROUND:

The Wayfinder Family Services Family Finding and Engagement Program is designed to help create lifelong connections and appropriate placement options for every youth served. In alignment with that, Wayfinder Family Services' core philosophy is developing a lifelong support network for every youth that includes deep and meaningful relationships. At the close of family finding, there is a complete picture of who the youth's extended family is, and a family genogram/tree as well as a relative contact log to document information gathered about the child's family and extended network.

Wayfinder's Kinship Support Services Program is a kinship navigation service that supports grandparents, extended family members or close family friends who step up and fill an

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important gap for children in Monterey County so they avoid the trauma of separation from their birth family, enabling them to heal and thrive. The program supports kinship families on their journey. Wayfinder's philosophy is that children should have every opportunity to be raised within their family of origin and/or with people with whom they share a connection.

The purpose of this agreement between the County of Monterey Department of Social Services and the Probation Department (hereinafter "COUNTY") and Wayfinder Family Services (hereinafter "CONTRACTOR) is to provide family finding and engagement services to foster/probation youth referred by the COUNTY and to provide kinship support services to relative or kin resource parents who are caring for youth in Monterey County.

F. DESCRIPTION OF FAMILY FINDING AND ENGAGEMENT SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Target Population

F.1.1 Youth who are either dependents of the juvenile court system or who are on juvenile probation, referred by the COUNTY and who could benefit from extensive family finding and engagement services. Family-finding staff can serve 7-9 youth at a time with an estimated service timeline of 6-8 months.

F.2 Family Finding Approach and Model

F.2.1 CONTRACTOR's Family Finding and Engagement program model aligns with Kevin Campbell's up-front family finding approach and includes his six steps to Family Finding: Discovery, Engagement, Planning, Decision Making, Evaluation, and Follow Up.

F.2.2 CONTRACTOR conducts family finding with urgency and is a family-driven process.

F.2.3 CONTRACTOR's approach to family finding incorporates components from Safety Organized Practice (SOP) in which the engagement with identified family members and non-related extended family members (NREFMs) is safety-focused and child/family centered/driven. This allows for deeper, more genuine engagement in addition to re-establishing family members as a natural and integral part of the ongoing planning process for young people.

F.2.4 Family finding and engagement services will be embedded within the CONTRACTOR's continuum of support available to relatives and the youth in their care through Kinship Support Services.

F.2.5 Family finders develop primary and alternative permanency options, working collaboratively with family members and child welfare to establish a realistic, safe, and sustainable path to permanency.

F.2.6 CONTRACTOR will work closely with child welfare staff to deliver strength-based, trauma-informed, and youth and family-centered family finding services.

F.3 CONTRACTOR Responsibilities for Family and Engagement Services

F.3.1 Utilize Kevin Campbell's Family Search and Engagement model and other applicable tools to conduct intensive searches for family members and near-family, both in and out of state, for youth in care.

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F.3.2 Identify relatives and other supportive adults estranged from or unknown to the child, especially those willing or wanting to become permanent connections for the youth.

F.3.3 Facilitate relationships between the youth and family or friends to develop trusting, strong, and safe relationships to promote permanency in close collaboration with county staff.

F.3.4 Assess family members' interests and willingness to become involved with youth in care.

F.3.5 Participate in Child and Family Team (CFT) meetings: Collaborate with child welfare staff and families to develop and implement permanency plans that ensure the family can meet the needs of the youth and are realistic, sustainable, and safe.

F.3.6 Develop and maintain connection with the youth and family to help facilitate long-lasting relationships, which may lead to placement and facilitate permanency, including completion of cooperative adoptions for youth when appropriate.

F.3.7 Refer youth and families to supportive services as needed.

F.3.8 Complete a relative contact log and family tree for every youth and provide a copy to county staff.

F.3.9 Train staff to integrate trauma-informed techniques and concepts in their work while using a Strengthening Families and Protective Factors Framework.

F.3.10 Provide program-specific training on the Family Finding model developed by Kevin Campbell. The training offers methods and strategies to locate and engage relatives. CONTRACTOR staff receive training to understand the signs and risk factors associated with domestic violence, substance abuse and mental health issues and to identify and mitigate risk for the safety and permanency of children.

F.3.11 Maintain ongoing communication with assigned social workers and probation officers regarding status of family finding efforts.

F.4 County Responsibilities for Family Finding and Engagement Services

F.4.1 Identify youth who are in need of family finding and engagement services and submit referrals to CONTRACTOR timely.

F.4.2 Provide historical information to CONTRACTOR that will assist in family finding and engagement activities.

F.4.3 Collaborate with CONTRACTOR and families to develop and implement permanency plans.

F.4.4 Invite CONTRACTOR to CFT meetings when appropriate and ensure CONTRACTOR is connected to the child’s team.

F.4.5 Ensure families understand the importance of engagement in the child’s case and invite all family members to CFT meetings.

F.4.6 Ensure family finding and engagement activities are documented in the child’s case file.

F.4.7 Provide CONTRACTOR with access to the Child Welfare Services/Case Management System (CWS/CMS) and Traverse systems as determined to be appropriate.

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G. DESCRIPTION OF KINSHIP SUPPORT SERVICES PROGRAM (KSSP)

G.1 Target Population

G.1.1 The target population for the KSSP is kinship caregivers and the children/youth who are placed in their homes by the juvenile court and child welfare services. The Continuum of Care Reform has caused a shift in priorities in kinship programs to better meet the needs of dependent youth placed with kin and to increase permanency outcomes for youth being placed with kin within the foster care system.

G.2 Information, Referral, and Guidance (System Navigation)

G.2.1 CONTRACTOR shall provide a streamlined intake and referral process. Information, referral, and guidance services are provided to kin caregivers to reduce stress, improve stability, and support health and wellness in kinship caregiver homes. These services are provided both on a limited-time basis and with case-managed families.

G.3 Training/Education

G.3.1 CONTRACTOR will provide ongoing workshops and training for kinship caregivers designed to enhance family functioning, resiliency leading to increased stability, safety and wellbeing.

G.3.2 Workshops and training shall be offered by CONTRACTOR in-person or via Zoom to maximize accessibility.

G.3.3 Topics include, but are not limited to, trauma-informed parenting, permanency options (legal guardianship and adoption), post permanency support, managing children's behavior and developmental issues, trauma and attachment, ages and stages of child development, chemical dependency and family dynamics, self-care and stress management, community resources.

G.3.4 CONTRACTOR will encourage families to attend the Nurtured Heart training offered by CONTRACTOR quarterly.

G.3.5 CONTRACTOR will link families to Foster Parent College for ongoing training to support their kinship needs.

G.3.6 CONTRACTOR will periodically hosts agency-wide training/workshops with industry experts which are available to all of their clients.

G.4 Support Groups

G.4.1 CONTRACTOR shall provide kinship caregiver support groups in English and Spanish to allow for opportunities to share and connect with other caregivers.

G.4.2 The frequency of the support groups shall be determined by the need of caregivers.

G.4.3 These groups shall be offered both in person and via Zoom to maximize access and incorporate a variety of subjects designed to increase the following Protective Factors: family resiliency, social connections, parenting knowledge, utilization of resources, and building emotional competency in children.

G.4.4 Groups include information and support on caregiver stress, depression, grief and loss, caregiver/child relationships and conflict resolution.

G.5 Peer-to-Peer Mentoring for Caregivers

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G.5.1 CONTRACTOR shall employ a half-time Parent Partner to support KSSP teams; as a prerequisite, Parent Partners currently or previously have been kinship caregivers.

G.5.2 Parent Partner provides support to kinship families through advocacy, educational support, assistance in navigating systems and understanding the child welfare system, among other supports.

G.5.3 CONTRACTOR shall provide peer-to-peer mentoring for English and Spanish-speaking kinship families guided by practices from the Brookdale Foundation model.

G.5.4 CONTRACTOR may utilize a kinship advisory council as a platform to recruit caregivers, provide program guidance, and to serve as vital peer support. The advisory council would generally meet quarterly either in-person or via Zoom.

G.6 Basic Need Funds

G.6.1 CONTRACTOR shall purchase basic need items for kinship caregivers such as food, utilities, transportation (including bus passes and gas cards), clothing, baby supplies, beds and small furnishings, and other incidentals that promote stability upon initial placement.

G.7 Case Management Services

G.7.1 CONTRACTOR understands that KSSP services are voluntary for relative caregivers.

G.7.2 Beginning where the client is at, CONTRACTOR will work with caregivers to ensure needed supports are in place.

G.7.3 Case management services to kinship families are provided within an average three-to-six-month timeframe (may provide more time if needed), with goals of linkage to supports and increasing self-sufficiency.

G.7.4 Case management consists of at least monthly visits with the caregiver/family at a location that is convenient to the caregiver.

G.7.5 In collaboration with the family, a bilingual/bicultural Kinship Navigator completes individualized needs assessments to identify needs and establish an individualized, strength-based, and culturally responsive Family Service Plan (FSP).

G.7.5.a The FSP assesses the strengths and needs of the family using the protective factors framework while also considering the resources and supports already in place.

G.7.5.b The FSP includes the cultural, socioeconomic, tribal affiliation, religious, racial, and ethnic background and any other factors identified during the comprehensive assessment with the caregiver.

G.7.6 The Kinship Navigator and family jointly determine the frequency and duration of case management services, and track progress.

G.7.7 Case management always includes on-call support, coordination of transportation assistance to appointments and meetings, referrals to counseling and support groups, and other areas of support.

G.7.8 CONTRACTOR shall share information about the Family Urgent Response System (FURS) 24-hour hotline with all case-managed families for as long as the FURS remains available by the state.

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G.7.9 CONTRACTOR shall attend staffing meetings, CFT meetings for case-managed clients as requested in addition to monthly program meetings with the COUNTY.

G.7.10 Once goals are achieved, families graduate from case management to other voluntary services including support groups, workshops, and other program activities.

G.7.11 CONTRACTOR may utilize the Protective Factors Survey (PFS) with families as deemed appropriate.

G.7.11.a Caregivers are asked to complete the PFS after participating in the KSSP case-management program for six months.

G.7.11.b The PFS is a caregiver survey, developed by the FRIENDS Network measuring protective factors in five areas: Concrete Support, Nurturing and Attachment, Social Support, Family Functioning/Resiliency, and Child Development/Knowledge of Parenting. Each area consists of several statements about the caregiver's family, and the caregiver responds to each statement using a 7-point scale.

G.7.11.c The goal is for parents to show improvement during the 6-month period in the areas measured by the PFS.

G.7.12 CONTRACTOR's model for the provision of kinship support and navigation services aligns with their commitment to evidence-informed practice.

G.7.13 CONTRACTOR trains their staff and provides supervision to ensure fidelity of service including on the following evidence-informed practice approaches:

G.7.13.a The Protective Factors framework incorporated into service delivery with our kinship families.

G.7.13.b Utilization of the Protective Factor's Survey for case managed families.

G.7.13.c A program model informed by the work of Dr. Joseph Crumbley, author of "Relatives Raising Children: An Overview of Kinship Care."

G.7.13.d Motivational Interviewing

G.8 Additional Services

G.8.1 CONTRACTOR approaches kinship programming with the goal of strong community collaboration and coordinated services within the COUNTY's system of care.

G.8.2 Additional services may include tutoring; mentoring transition to adulthood support, coordinated with Independent Living Skills, staff resource libraries, including shared resources; transition services; independent living planning.

G.8.3 CONTRACTOR shall provide a calendar of events to enrolled clients, including the annual Toy Shop event & Back to School event to keep caregivers informed and updated about our activities.

G.9 Post-Permanency Services.

G.9.1 CONTRACTOR provides ongoing support to families caring for a kinship child until the child turns 21 years old.

G.9.2 Families remain eligible for support, guidance, access to resources, system navigation, trainings, and family events.

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G.9.3 Families remain on CONTRACTOR's email distribution list and receive informational newsletters and invitations to all activities, trainings, and groups, until they no longer have a kin/NREFM child in their care or choose to unsubscribe.

G.10 Engagement Activities

G.10.1 All families referred by the COUNTY will receive a phone call and welcome letter within two business days of receiving the referral.

G.10.2 CONTRACTOR provides families an orientation to services available over the phone and performs an assessment of needs to immediately provide linkages to resources.

G.10.3 The Kinship Navigator sets up an initial first visit in a setting that is most convenient to the caregiver (i.e. in-home, local community-based setting such as library, family resource center, CONTRACTOR office, etc.).

G.10.4 Upon enrollment, families receive regular contact until their needs are met.

G.10.5 Case managed families meet with the Kinship Navigator at least monthly, and goals are monitored and tracked regularly.

G.11 Coordination and Communication

G.11.1 CONTRACTOR will work cooperatively with COUNTY staff and other providers by attending staffing meetings and CFT meetings for case-managed clients, as requested.

G.11.2 The Kinship Navigator provides written and verbal feedback to social workers or probation officers monthly and as requested, including the case-carrying county social worker/probation officer and the Resource Family Approval (RFA) social worker when needed.

G.11.3 Early collaborative conversations focus on the initial and most urgent basic needs at the time of placement.

G.11.4 CONTRACTOR encourages monthly meetings with the RFA team to review the progress and challenges of current case management families and to discuss potential new families who may need case management support.

G.12 CONTRACTOR Responsibilities for KSSP

G.12.1 Provide a training to COUNTY staff on the KSSP referral process and services provided.

G.12.2 Offer workshops to all relative caregivers (court-involved or not) in Monterey County at least twice per year. Work collaboratively with Hartnell College Foster and Kinship Care Education program to coordinate trainings.

G.12.3 Provide a training certificate to caregivers to send to the Resource Family Approval (RFA) unit when a relative caregiver completes a training. Certificates can be emailed to RFA@co.monterey.ca.us.

G.12.4 Understand the specific needs of relative caregivers in Monterey County and assess the need for ongoing support groups. Support groups may be provided in English and/or Spanish and via Zoom or in-person based on the needs of the community.

G.12.5 CONTRACTOR shall increase the frequency of support group to at least monthly as the need grows. All relative caregivers (court-involved or not) may participate in the support groups.

G.12.6 Ensure services are provided to families in their primary language.

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G.12.7 Assess the need for developing an advisory council that would generally meet quarterly in person or via Zoom.
G.12.8 Receive pre-approval from COUNTY to provide funds for basic needs to relative caregivers not involved with the juvenile court system.
G.12.9 Provide case management for approximately 7-10 caregivers annually.
G.12.10 Inform the COUNTY informally when a caregiver will need to receive case management services for longer than six months.

G.13 COUNTY Responsibilities for KSSP
G.13.1 Discuss KSSP services with kinship caregivers and provide a referral to CONTRACTOR as soon as caregivers agree to services.
G.13.2 Invite CONTRACTOR to CFT meetings as appropriate.
G.13.3 Work collaboratively with CONTRACTOR to ensure the needs of kinship caregivers are met and placements are stable.
G.13.4 Provide local child welfare data to CONTRACTOR as needed.
G.13.5 Encourage kinship caregivers to attend trainings and workshops offered by CONTRACTOR.

H. SERVICE GOALS:

CONTRACTOR agrees to the following service measures:

H.1 Family Finding and Engagement:
H.1.1 Increase the number of relative/NREFM and potential caregivers for youth participants.
H.1.1.a At least 80% of children served 30 days or more will increase by at least 35 their number of identified kin/NREFM's compared with their baseline number.
H.1.2 Increase the number of connections established for youth served.
H.1.2.a At least 80% of youth will be in contact with at least one family member/NREFM at discharge from the program whom they were not in contact with at baseline.
H.1.3 Improve placement stability and permanency outcomes for FF youth served.
H.1.3.a 33% of youth (excluding youth who do not exhaust FF services) will be placed with a relative/NREFM or will have placement options identified at discharge from the program.
H.1.3.b 1 yr. post discharge: 90% of children who were placed with kin through the program will still be in placement with kin, adopted, in Kin-Gap, living with a legal guardian, or reunified with a birth parent.
H.1.3.c 2 yrs. post-discharge: 80% of children who were placed with kin through the program will still be in placement with kin, adopted, in Kin-Gap, living with a legal guardian, or reunified with a birth parent (need county partner to provide this data).
H.1.4 Clients will be treated with courtesy and respect for their culture.
H.1.4.a At least 90% of clients will indicate they were treated with courtesy and respect throughout program participation. (client survey)
H.1.5 Achieve high levels of client satisfaction.

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H.1.5.a At least 90% of clients express satisfaction with program services as measured by a mean satisfaction survey score of at least 3.0 out of 4.0. (client survey).

H.2 Kinship Support Services Program

H.2.1 Relative care families will be stabilized and maintained while active, case-managed program participants.

H.2.1.a At least 90% of children served (at least 30 days) will, at case-managed closure date, remain in care with any Kinship caregiver, be adopted, enter Kin-Gap, live with a legal guardian, or reunite with their parents. (FAMCare)

H.2.1.b 90% of parents who, at case managed closure date, show improvement on the Protective Factors Survey.

H.2.1.c At least 80% of children will, at 1 year post-discharge (from CM), remain in care with any kinship caregiver, be adopted, in Kin-Gap, be living with a legal guardian, or be reunited with their parents. (County will supply for dependents & staff will also supply for non-dependents.)

H.2.2 Relative caregivers will report less stress and greater overall well-being.

H.2.2.a At least 90% of caregivers will report less stress and greater overall well-being while participating in the KSSP program.

H.2.2.b At least 80% of caregivers will report less stress and greater overall well-being by 1 year post-intake to the KSSP program.

H.2.3 Relative caregivers will identify a long-term, community-based support network including other relative caregivers.

H.2.3.a At least 90% of caregivers will report an increased connection with other kin caregivers due to KSSP services.

H.2.3.b At least 90% of caregivers will report an improved ability to access resources due to KSSP services.

H.2.3.c By 1-year post-intake, at least 80% of caregivers will report they participate in a community-based support network including other relative caregivers.

H.2.4 Clients will be treated with courtesy and respect for their culture.

H.2.4.a Outcome 1. At least 90% of clients will indicate they were treated with courtesy and respect for their culture throughout program participation.

H.2.5 Clients will be able to easily access KSSP services.

H.2.5.a At least 90% of clients will indicate KSSP services were provided at locations that were easy to reach.

H.2.5.b At least 90% of clients will indicate KSSP services were provided at times that were convenient.

H.2.6 Achieve high levels of client satisfaction.

H.2.6.a At least 90% of clients express satisfaction with program services as measured by an overall satisfaction survey score of at least 3.0 out of 4.0.

I. INFORMATION SHARING

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There are federal and state regulations that allow for the sharing of confidential child welfare information between agencies. The Child Abuse Prevention and Treatment Act (CAPTA) requires states to provide certain, otherwise confidential, child abuse and neglect information to any federal, state, or local government entity or any agent of such entity, that has a need for such information in order to carry out its responsibilities under the law to protect children from abuse and neglect. Authorized recipients of confidential child abuse and neglect information are bound by the same confidentiality restrictions as the child protective services agency. Welfare and Institutions Code (WIC) allows a case file to be inspected by: members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor (WIC section 827(a)(1)(K)) and any other person who may be designated by court order of the judge of the juvenile court upon filing a petition (WIC section 827(a)(1)(Q)). In addition, to promote more effective communication needed for the development of a plan to address the needs of the child or youth and family, a person designated as a member of the child and family team may receive and disclose relevant information and records, subject to the confidentiality provisions of state and federal law (WIC section 832(a)(1)).

The COUNTY shall provide CONTRACTOR with access documents within the Child Welfare Services/Case Management System (CWS/CMS), and the child's case file/Traverse for the sole purpose of identifying family. CONTRACTOR shall not view, copy, or duplicate the following in any form:

I.1 psychological evaluations
I.2 medical records and reports
I.3 medical correspondence with doctors, psychologists, psychiatrists, and other medical professionals
I.4 evidentiary reports
I.5 California Health and Disability Program (CHDP) documentation
I.6 medical/dental exam verifications
I.7 any other prohibited documentation identified by Monterey County FCS or Probation.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. REPORTING INSTRUCTIONS & SUBMISSION:

K.1 CONTRACTOR shall submit a quarterly report for both the Family Finding and KSSP programs. The report shall include at minimum, the following indicators:
- K.1.1 Number of referrals received from the COUNTY;
- K.1.2 Referral source (FCS or Probation);
- K.1.3 Number of youth and families enrolled in each program;
- K.1.4 Number of families closed during the month;

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K.1.5 Services provided during the quarter;
K.1.6 Relative placement status at the time of referral and closure; and
K.1.7 Numbers for network of support at the time of referral and closure.

K.2 CONTRACTOR will submit the quarterly reports by the last day of the month following the end of the quarter (October 31, January 31, April 30, and July 31).

K.3 CONTRACTOR shall develop and provide a comprehensive annual report of program outcomes, services delivered, challenges, and achievements, and may be requested to present the report at a County organized, public meeting. The report shall include *at minimum*, the following indicators:
K.3.1 Number of youth who received family finding services for the fiscal year.
K.3.2 Number of caregivers supported by KSSP for the fiscal year.
K.3.3 Achievement of service goals for Family Finding.
K.3.4 Achievement of service goals for KSSP.

K.4 CONTRACTOR staff shall work with COUNTY staff to provide interim updates and any additional data for grant reporting requirements and updates to jurisdiction leaders as requested.

K.5 Annual Report shall be submitted via e-mail to the County Contract Monitor as listed in Section C by *July 31st*.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is ***seven hundred twenty-four thousand, sixty-four dollars* ($724,064.00)**.
L.2.1 Details regarding payments toward this project shall be reported *monthly* on the Monthly Invoices in the form of **Exhibit D, Invoice**.

L.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***seven hundred twenty-four thousand, sixty-four dollars* ($724,064.00),** per **Exhibits C, Budgets.**

L.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

L.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Carol Ramirez** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT C

July 1, 2026 - June 30, 2027

Wayfinder Family Services - Family Finding and Kinships Supportive Services Programs

Funding Total: **$ 724,064.00**

Budget Line	FTE	KSSP	CWS	FRAUD	Flexible Family Supports	Probation	**Subtotal**	Budget Narrative
		$ 471,898.00	$ 80,000.00	$ 50,000.00	$ 75,000.00	$ 47,166.00	**$ 724,064.00**	
Director	0.41	$ 24,071.00		$ 19,695.00	$ -	$ -	**$ 43,766.00**	Masters Level or Highter - Oversees program and responsible for budget/contract.
Manager	1.00	$ 44,880.00	$ 25,009.00	$ 19,871.00	$ -	$ -	**$ 89,760.00**	Masters Level or Higher - Oversees Program and Direct Staff - Bilingual required. Site manager that oversees the office operations, staff, and assist with budget mgmt.
Kinship Navigator I or II	1.00	$ 68,952.00	$ -		$ -	$ -	**$ 68,952.00**	BA or higher - Provides support to families
Family Finder	2.00	$ -		$ 10,434.00	$ 75,000.00	$ 47,166.00	**$ 132,600.00**	BA or higher - Provides support to families - Bilingual
Parent Partner	0.40	$ 13,770.00	$ 8,262.00		$ -	$ -	**$ 22,032.00**	HS Diploma or higher - Provides support to families - Bilingual
Program Assistant	0.68	$ 15,912.00	$ 19,890.00		$ -	$ -	**$ 35,802.00**	HS Diploma or higher - Provides support to families - Bilingual
Fiscal Analyst	0.07	$ 3,112.00	$ 1,325.00		$ -	$ -	**$ 4,437.00**	Ensuring the timely and accurate recording of grant accounting and funding allocations; support with monthly and year-end financial reporting; reconciling grants accounts to the general ledger; and provide additional analyses relating to grant revenue and expenses as needed.
Fringe Benefits		$ 69,894.00	$ 21,497.00		$ -	$ -	**$ 91,391.00**	23% (FICA/SUI 7.15%, Health 9%, Retirement 2.25%, Worker's Comp 4.60%)
Unemployment Insurance		$ 1,074.00	$ 1,032.00		$ -	$ -	**$ 2,106.00**	Unemployment insurance at .43%
Program Occupancy and Utilities		$ 80,035.00	$ 2,985.00		$ -	$ -	**$ 83,020.00**	Occupancy includes Office Space, Utilities, & Maintenance Office Location: Salinas - Monterey County. Occupancy includes Office Space, Utilities, & Maintenance A successful bid will utilize 100% of the office space. Space Cost is $6,303.60 monthly for 3,699 sq ft/ $1.70 per sq ft
Telecommunications		$ 3,216.00	$ -		$ -	$ -	**$ 3,216.00**	Telecommunications is needed to stay connected with participants and staff. Includes but not limited to: mobile phones, video conferencing & internet.
Travel - Mileage		$ 13,480.00	$ -		$ -	$ -	**$ 13,480.00**	Reimbursement for staff mileage related to scope, as well as other travel accommodations. Mileage: 100 miles x 4 visits x .725 (IRS Mileage Reim) 12 months.
Office Supplies, Copies, and Postage		$ 8,400.00	$ -		$ -	$ -	**$ 8,400.00**	Office supplies are needed for general operation of the program. $700 monthly x 12 months. Supplies also includes Family search tools including Seneca costs.
Program Support		$ 16,800.00	$ -		$ -	$ -	**$ 16,800.00**	Costs associated with the necessary support to engage with participants, it may also include other participant support needs; including travel costs and flights for located family members and travel expenses. $1,500 monthly x 12 months.
Staff Training and Development		$ 100.00	$ -		$ -	$ -	**$ 100.00**	Includes all required training, continuing education, training conferences, etc. $25 per staff x 4 FTE
Staff Recruitment		$ 2,200.00	$ -		$ -	$ -	**$ 2,200.00**	One-time cost includes but not limited to: Staff & Recruiting includes but not limited to Background and Physical Examination for new hires. $300 per new hire x 1 FTE=$300 General computer supplies such as laptops, software, and application license fees in direct support of the program. This is a one-time startup fee. $1,900 per laptop x 1 FTE=$1,900
Payroll Services		$ 705.00	$ -		$ -	$ -	**$ 705.00**	Reflects the bi-weekly cost of payroll services provided by Paycom. The cost is 0.57% of total personnel: $239.62 monthly x 12 months
General Liability Insurance		$ 2,197.00	$ -		$ -	$ -	**$ 2,197.00**	Arthur J. Gallagher & Co. provides general liability insurance and the cost is 1.79% of total personnel: $746.51 monthly x 12 months
IST Services - Shared Cost		$ 5,470.00	$ -		$ -	$ -	**$ 5,470.00**	IST Services are necessary it may also include but not limited to IST call center support, IST Training for participant support needs. The cost is 3.77% of total personnel: $1,571.81 monthly x 12 months
Quality Assurance - Shared Cost		$ 3,187.00	$ -		$ -	$ -	**$ 3,187.00**	Provides program outcome data and creates outcome reports; collects and analyzes survey data; manages outcome data systems FamCare. The cost is 2.60% of total personnel: $1,092.40 monthly x 12 months
Indirect Costs		$ 94,443.00	$ -		$ -	$ -	**$ 94,443.00**	15% de minimis rate of Total Expenses. Indirect Cost Rate includes the following but not limited to: General and administrative expenses such as human resources, accounting, administrative staff support, management, as well as consumable supplies that are not billed as direct expenses to the contract.
Total		**$ 471,898.00**	**$ 80,000.00**	**$ 50,000.00**	**$ 75,000.00**	**$ 47,166.00**	**$ 724,064.00**	

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Wayfinder Family Services
County of Monterey Department of Social Services
July 1, 2026 - June 30, 2027

Remit To:
Wayfinder Family Services
5300 Angeles Vista Boulevard, Los Angeles, CA 90043

EXHIBIT D

Invoice Month: Invoice Name:

Expense Categories	Total Budget	CWS	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ -	$ -	$ -	$ -	$ -
Manager	$ 25,009.00	$ -	$ -	$ -	$ 25,009.00
Kinship Navigator I or II	$ -	$ -	$ -	$ -	$ -
Family Finder	$ -	$ -	$ -	$ -	$ -
Parent Partner	$ 8,262.00	$ -	$ -	$ -	$ 8,262.00
Program Assistant	$ 19,890.00	$ -	$ -	$ -	$ 19,890.00
Fiscal Analyst	$ 1,325.00	$ -	$ -	$ -	$ 1,325.00
Fringe Benefits	$ 21,497.00	$ -	$ -	$ -	$ 21,497.00
Unemployment Insurance	$ 1,032.00	$ -	$ -	$ -	$ 1,032.00
Program Occupancy and Utilities	$ 2,985.00	$ -	$ -	$ -	$ 2,985.00
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00
Total Service Budget		$ 80,000.00			
Year to Date		$ -			
Balance Remaining		$ 80,000.00			

Expense Categories	Total Budget	FRAUD	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ 19,695.00	$ -	$ -	$ -	$ 19,695.00
Manager	$ 19,871.00	$ -	$ -	$ -	$ 19,871.00
Kinship Navigator I or II	$ -	$ -	$ -	$ -	$ -
Family Finder	$ 10,434.00	$ -	$ -	$ -	$ 10,434.00
Parent Partner	$ -	$ -	$ -	$ -	$ -
Program Assistant	$ -	$ -	$ -	$ -	$ -
Fiscal Analyst	$ -	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -	$ -
Unemployment Insurance	$ -	$ -	$ -	$ -	$ -
Program Occupancy and Utilities	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Total Service Budget		$ 50,000.00			
Year to Date		$ -			
Balance Remaining		$ 50,000.00			

Expense Categories	Total Budget	Flex Family Supports	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Family Finder	$ 75,000.00	$ -	$ -	$ -	$ 75,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 75,000.00	$ -	$ -	$ -	$ 75,000.00
Total Service Budget		$ 75,000.00			
Year to Date		$ -			
Balance Remaining		$ 75,000.00			

Expense Categories	Total Budget	EFFES CPD	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Family Finder	$ 47,166.00	$ -	$ -	$ -	$ 47,166.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 47,166.00	$ -	$ -	$ -	$ 47,166.00
Total Service Budget		$ 47,166.00			
Year to Date		$ -			
Balance Remaining		$ 47,166.00			

Expense Categories	Total Budget	KSSP	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ 24,071.00	$ -	$ -	$ -	$ 24,071.00
Manager	$ 44,880.00	$ -	$ -	$ -	$ 44,880.00
Kinship Navigator I or II	$ 68,952.00	$ -	$ -	$ -	$ 68,952.00
Family Finder	$ -	$ -	$ -	$ -	$ -
Parent Partner	$ 13,770.00	$ -	$ -	$ -	$ 13,770.00
Program Assistant	$ 15,912.00	$ -	$ -	$ -	$ 15,912.00
Fiscal Analyst	$ 3,112.00	$ -	$ -	$ -	$ 3,112.00
Fringe Benefits	$ 69,894.00	$ -	$ -	$ -	$ 69,894.00
Unemployment Insurance	$ 1,074.00	$ -	$ -	$ -	$ 1,074.00
Program Occupancy and Utilities	$ 80,035.00	$ -	$ -	$ -	$ 80,035.00
Telecommunications	$ 3,216.00	$ -	$ -	$ -	$ 3,216.00
Travel - Mileage	$ 13,480.00	$ -	$ -	$ -	$ 13,480.00
Office Supplies, Copies, and Postage	$ 8,400.00	$ -	$ -	$ -	$ 8,400.00
Program Support	$ 16,800.00	$ -	$ -	$ -	$ 16,800.00
Staff Training and Development	$ 100.00	$ -	$ -	$ -	$ 100.00
Staff Recruitment	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00
Payroll Services	$ 705.00	$ -	$ -	$ -	$ 705.00
General Liability Insurance	$ 2,197.00	$ -	$ -	$ -	$ 2,197.00
IST Services - Shared Cost	$ 5,470.00	$ -	$ -	$ -	$ 5,470.00
Quality Assurance - Shared Cost	$ 3,187.00	$ -	$ -	$ -	$ 3,187.00
Indirect Costs	$ 94,443.00	$ -	$ -	$ -	$ 94,443.00
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 471,898.00	$ -	$ -	$ -	$ 471,898.00
Total Service Budget		$ 471,898.00			
Year to Date		$ -			
Balance Remaining		$ 471,898.00			

Complete Total	$ 724,064.00	$ -	$ -	$ -	$ 724,064.00
Total Budget		$ 724,064.00			
Year to Date		$ -			
Balance Remaining		$ 724,064.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone # Authorizing Signature / Date

Monterey County Authorized Signature / Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Wayfinder Family Services

Signed by:
By: Carol Ramirez
C0D7E0821822489...

Title: Vice President and Chief Program Officer

Date: 5/15/2026 | 3:03 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Carol Ramirez
C9B7E0821822489...
Signature

Vice President and Chief Program Officer
Title

Wayfinder Family Services
Agency/Organization

5/15/2026 | 3:03 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Carol Ramirez
C0D7ED821822489...
(signature of authorized representative)

5/15/2026 | 3:03 PM PDT
(date)

Docusign Envelope ID: DF16CDD4-DF7A-8446-82CF-1ADC4A21D6FF

WAYFINDER FAMILY SERVICES
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Carol Ramirez
C0D7E08218224B9...
Authorized Signature

5/15/2026 | 3:03 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 5/13/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PMAM Corporation for alarm permits and support services. This is a revenue-sharing agreement, which shall be effective upon execution for three years and then shall auto-renew for one year terms thereafter until terminated.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PMAM Corporation for alarm permits and support services. This is a revenue-sharing agreement that shall be effective upon execution for three years and then shall auto-renew for one year terms thereafter until terminated.

SUMMARY:
Currently, the Monterey County Sheriff's Office (MCSO) Fiscal Division staff manages a database for the Alarm Unit. Fiscal staff registers new alarm customers, sends invoices for alarm registration, collects and posts payments, creates invoices for false alarm charges, responds to false alarm appeals and handles customer service requests in person or via telephone. Managing the Alarm Unit effectively is a full-time job. Due to increasing workload and staffing issues over the years, the Fiscal Division staff can only allocate 1.0 FTE, one full day a week to manage the Alarm Unit. This causes a decrease in revenue as the time does not allow for timely new customer registration, payment reminders, or identifying of missed false alarm incidents. PMAM will automate these processes and include the acceptance of online payments. MCSO would only be responsible for processing false alarm appeals and accepting check payments. This allows the Fiscal Division to focus on other important functions such as budget monitoring, processing invoices, collecting revenue and payroll, all of which has increased over 100% in the last 10+ years.

PMAM was selected to improve false alarm management per the County of Monterey Procurement Manual via the Informal Competitive Bid Process. Improving the false alarm management will greatly improve the timeliness of new customer registration, sending payment reminders, renewals, invoicing, etc.

DISCUSSION:
PMAM will handle all billing in accordance with the County's alarm ordinance, collect payments, and provide comprehensive reports. These reports will include information on permits issued, renewals billed, fees collected, permits inactivated, permits reinstated, and the total number of false alarms. Additionally, PMAM will perform a daily SQL query to extract false alarm calls for service from the

Emergency Communications Database and will store those records on a file server within the county network. PMAM will also send out violation letters, payment reminders, etc. thereby increasing overall efficiency. Customers are billed if there is a response to a false alarm. Customers are not and will not be billed if there is no response to the false alarm. Customers are not and will not be billed for responses to an actual burglary.

PMAM will increase fiscal responsibility by covering all costs associated with software, software updates, data conversion, system maintenance, staffing, and hosting, thereby eliminating fiscal risk. PMAM will also conduct an audit of past alarm records at no cost, identify missed false alarm charges, invoice for those charges, and pursue collections (our current database only provides one reminder on past due invoices, resulting in lost revenue).

PMAM will increase account accuracy by importing all existing permits, balances, and alarm history, and conduct a complimentary audit to identify missed incidents (response to false alarm) and generate invoice(s) for any unpaid amount. The system is designed to block duplicate active permits for the same address unless unique unit numbers (e.g., for apartments) are provided. PMAM will also program the County's alarm ordinance into the False Alarm Management Solutions, which will calculate fees based on permit type, the number of false alarms, and the number of allowable free incidents.

Customer service will be improved since PMAM operates two (2) U.S. based call centers equipped with fully mirrored systems and staff which will improve customer service. In the event one center experiences downtime due to weather or power issues, calls can be rerouted to the other center within 30 minutes. PMAM utilizes an in-house platform that reviews every customer call to ensure politeness and accuracy. PMAM also offers user-friendly websites where residents can apply for and renew permits, download and pay invoices, submit appeals, update keyholder information, and provide dedicated smartphone apps that allow citizens to manage their alarm accounts, make payments, and receive push notifications for new invoices, past-due reminders, and alarm activity. The PMAM support team includes staff members who speak Spanish (33% of the team), offers support through phone, email, and chat in both English and Spanish. All voicemail messages received before 4 p.m. are responded to the same day, and all emails are addressed within 24 hours, further improving customer service.

PMAM will upload the customer list monthly, flag unpermitted sites and use a solution to automate tasks like payment processing, reconciliation, sending of renewal notices, violation letters and payment reminders and customers will be able to submit appeals online with documents which will automatically be routed for review, thereby increasing the overall efficiency of the Alarm process.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and advised on this Agreement as to legal form. The Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions. The Treasurer Department has reviewed and approves this Agreement.

FINANCING:
This agreement is a revenue-sharing agreement; the County receives 80%, and PMAM receives 20%.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended action demonstrates the County's commitment to provide public safety in the County of Monterey.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
__ Diverse and Thriving Economy
__ Dynamic Organization and Employer of Choice

Prepared by: Arthur Curtright, Management Analyst III, Extension #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Extension #3801
Reviewed by: Keith Boyd, Undersheriff, Extension #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension # 3750

Attachment:
PMAM Non-Standard Agreement
FAQs

Introduced: 5/13/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

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Docusign Envelope ID: FE44EAAA-424F-8110-8108-FE1D18739D8D

AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PMAM**") and the County of Monterey, State of California (the "**County**") to be effective upon the date of execution of this Agreement by the County Manager or the County's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the County desires to engage the services of PMAM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the County's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1
Scope of Services

1.1 The parties agree that PMAM shall perform the Services in accordance with the terms and conditions of the County's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits**,** which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2
Terms of Agreement

2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which PMAM commences billing for its Services to the County hereunder following the installation of the False Alarm Management Program.

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2.2 PMAM shall receive compensation, including authorized reimbursements including reimbursement for any County fees paid by PMAM to the County to permit PMAM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model.

2.3 At any time during the term of this Agreement, the County may request that PMAM perform Special Services for additional compensation to be agreed upon by the County and PMAM prior to the performance of any Special Services by PMAM. As used herein, Special Services means any work which is determined by the County to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PMAM agrees to perform. If the County and PMAM reach an agreement on the performance of Special Services, PMAM shall undertake such Special Services after receiving the authorization from the County.

2.4 The County acknowledges and agrees that PMAM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PMAM and the other government agency may be negotiated between PMAM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PMAM, and other agency requirements. PMAM acknowledges and agrees that the County shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PMAM and such other government agency.

Article 3
PMAM's Responsibilities

3.1 Subject to the limitations hereinafter set forth, PMAM agrees to and shall defend, indemnify and hold harmless the County, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PMAM, or any subcontractor of PMAM. Lack of insurance coverage does not negate PMAM's obligation under this paragraph of this Agreement.

3.2 At all times during the term of this Agreement, PMAM shall be an independent contractor and shall not be an employee of the County. The County shall have the right to control Contactor only insofar as the results of PMAM's services rendered pursuant to this Agreement. The County shall not have the right to control the means by which PMAM accomplishes services rendered pursuant to this Agreement.

3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PMAM be liable for damages or losses attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the Maximum Indemnification Amount. The Maximum Indemnification Amount shall be equal to the sum of: (i) any insurance proceeds actually received by PMAM, or paid by PMAM's insurance carrier to the County, with respect to the claim for indemnification by the County hereunder, and (ii) the amount of fees actually retained by PMAM under this Agreement as its fee during the six (6) months immediately preceding the act Notwithstanding the preceding, the limitations on the

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indemnification or other obligations of PMAM set forth in this Section shall not apply to the obligation of PMAM to pay the County its share of the collected revenues as set forth in this Agreement.

3.4 Notwithstanding any other obligation of PMAM hereunder, in no event shall PMAM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PMAM had any knowledge that such damages might be incurred.

3.5 If PMAM is required to indemnify the County hereunder, PMAM may assume the defense of the County with counsel reasonably acceptable to the County at the expense of PMAM. In addition, the County may engage its own counsel to participate in any defense in any such proceeding at the County's expense.

Article 4
The County's Responsibility

4.1 The County shall cooperate with and assist PMAM by, among other things, making available, as reasonably requested by PMAM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PMAM to carry out its obligation under this agreement.

Article 5
Insurance Requirements

5.1 At the current time, PMAM does not maintain any offices in the State in which the County is located, nor does PMAM maintain any employees in such State. All Services required to be performed by PMAM hereunder shall be performed by PMAM at its offices in the State of Texas or elsewhere outside the State in which the County is located. PMAM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PMAM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the County, nor shall PMAM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PMAM, at PMAM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

5.1.1 Comprehensive or Commercial General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the County.

5.1.2 Automobile Liability: $2,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

5.1.3 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $1,000,000 for each accident, $1,000,000 policy limit- Disease. The insurer shall

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agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from the activities under this Agreement.

5. 2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

5.3 The County shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PMAM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The County, at its sole option, may terminate this Agreement.

5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the County, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the County not later than ten (10) days following cancellation.

5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the County's Purchasing Department.

Article 6
Termination of Agreement

6.1 Grounds for Termination

6.1.1 The County shall inform PMAM in writing, if PMAM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PMAM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PMAM fail to remedy the problem within ninety (90) days, the County may terminate this Agreement.

6.1.2 In addition to any right of termination granted to the County pursuant to the provisions of Section 6.1.1 hereof, the County may terminate this Agreement without cause at any time **after** the first anniversary of the Contract Implementation Date upon thirty (30) days written notice to PMAM, subject to its obligations set forth in Section 6.2 hereof.

6.1.3 In addition, the County may terminate this Agreement without cause at any time **prior** to the first anniversary of the Contract Implementation Date (i) upon thirty (30) days written notice to PMAM (ii) the payment of an early termination fee of $10,000, which fee PMAM may deduct and offset against the next monthly payment or payments due the County from the revenues collected by PMAM on behalf of the County hereunder as liquidated damages and not as a penalty. The parties acknowledge that the actual damages that PMAM would incur as a result of the early termination of this Agreement by the County without cause are uncertain and difficult to accurately estimate because of the parties' inability to predict the number of future permit holders, the fees or fines charged by the County for violation of its alarm ordinances, any other changes in the

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County's alarm ordinances that could impact the revenues collected by PMAM hereunder on behalf of the County, and other relevant factors. Accordingly, the parties agree that the foregoing Termination Fee is a reasonable and appropriate estimate of actual damages and shall be deemed liquidated damages and not a penalty. . In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of $10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

6.1.4 PMAM's Fee Schedule and pricing for any and all Services to be provided by PMAM to the County under this Agreement have been set, established and agreed to be based upon the current provisions of applicable County ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce or eliminate the applicable fee, fines and charges, such reduction or elimination shall be effective prospectively only and not retroactively so that the fee earned by PMAM for services provided prior to such modification of the alarm ordinance shall not be affected and the County shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. In addition, if the change in the County ordinances relating to alarms would reduce or eliminate the fee, fines, and charges previously in effect, PMAM reserves the express right to enter into good faith negotiations with the County to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PMAM to the County of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PMAM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PMAM under this Agreement. PMAM shall be paid all fees and costs due and owing PMAM as of the date of said termination. In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of $10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

6.1.5 PMAM may terminate this Agreement upon written notice to the County if the County misuses or attempts to appropriate the proprietary software of PMAM used in connection with its False Alarm Management Program (the "**PMAM Proprietary Software**").

6.1.6 PMAM may terminate this Agreement without cause at any time after the first anniversary of the Contract Implementation Date upon ninety (90) days written notice to the County.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the County may require PMAM to provide all finished and/or unfinished data and other information of any kind possessed by PMAM in connection with the performance of Services under this Agreement. PMAM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, upon termination of this Agreement:

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6.2.1a All data relating to alarm permits shall be owned by the County. Upon termination of this Agreement, PMAM shall promptly deliver to the County all data in MS-SQL format.

6.2.1b. PMAM retains all rights and title to the PMAM Proprietary Software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The County does not acquire any ownership rights to PMAM Proprietary Software. PMAM Proprietary Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

6.2.1c. PMAM Proprietary Software is considered loaned to the County during the duration of this Agreement as laid out in this Agreement and the County will not have any access to the PMAM Proprietary Software after the conclusion of the Agreement.

6.2.1d. The County shall pay PMAM all fees and costs due and owing PMAM as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7
Confidentiality of Information

7.1 At all times, PMAM shall recognize the County's sole and exclusive ownership of all information provided by the County, and the sole and exclusive right and jurisdiction of the County to control the use of this information. Similarly, the County recognizes that the PMAM Proprietary Software is owned by PMAM, and the County has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **County shall promptly inform PMAM if County receives a public records request for information designated by PMAM as confidential so as to provide PMAM an opportunity to object.**

7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner’s rights and the confidentiality of the information.

7.4 PMAM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the County and its authorized designee.

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Article 8
General Provisions

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PMAM may assign this Agreement to its successor without consent by the County by giving written notice to the County. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of California; and venue for any action concerning this Agreement shall be in Monterey County, California.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

County of Monterey: Monterey County Sheriff's Office
Attn: Finance Manager
1414 Natividad Road
Salinas, CA 93906

PMAM: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final execution date.

County of Monterey_____

By: _____

Name: _____,

Title: Chief Contracts & Procurement Officer_

PMAM Corporation

By: DocuSigned by: PANKAJ KUMAR 5/6/2026 | 1:29 PM PDT
3416D80AF70A491...

PANKAJ KUMAR,
Chief Executive Officer

Attest:

By: Signed by: Michael Whilden 5/6/2026 | 3:26 PM PDT
2C6F38174D4940D...

Name: Michael Whilden

Title: _County Counsel_____

By: DocuSigned by: James McReynolds 5/6/2026 | 12:49 PM PDT
50822D925414431...

Name: _James McReynolds_____

Title: ___Director of Sales_____

By: Signed by: Patricia Ruiz 5/12/2026 | 8:00 AM PDT
051040167FE049E...

Name: Patricia Ruiz

Title: _Auditor-Controller_____

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Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PMAM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PMAM shall accurately convert all pertinent data downloaded from the County's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PMAM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
    a. Alarm permits
    b. Permit Holders
    c. Permit Holders with outstanding charges
    d. Non-permitted locations with outstanding charges
    e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the County
4. Performance of all the billing in accordance with the County's alarm ordinance, as may be amended from time to time by the County
5. Generation of the following reports including but not limited to:
    a. New alarm permits issued and fees collected
    b. Annual permit renewals billed and fees collected
    c. Permits inactivated or revoked and reason for inactivation or revocation
    d. Permits reinstated and reason for reinstatement
    e. Number of false burglar alarms
    f. Number of false burglar alarms billed and fees collected
    g. Number of false robbery alarms
    h. Number of false robbery alarms billed and fees collected
    i. Number of reinstatement fees billed and fees collected
    j. False burglary and/or robbery alarms for permit owners
    k. False burglary and/or robbery alarms for non-permitted owners
    l. Suspension or revocation Report for permit holders as per ordinance, if applicable

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6. System functionality to capture the following information:
    a. Permit number
    b. Permit issue date
    c. Permit expiration date
    d. Permit type (residential / commercial)
    e. Name of business or residential permit holder
    f. Site
        1) Street address and zip code of property
        2) Type of property (residential / commercial)
        3) Telephone numbers
        4) Contact persons (minimum of 2) and phone number(s)
        5) Type of alarm system installed (burglary, panic, robbery)
    g. Billing
        1) Name
        2) Full mailing address (includes zip code)
        3) Contact person and phone number(s)
    h. Permit Holder Responsible for Alarm
        1) Name
        2) Complete mailing address
        3) Phone numbers
    i. Name and telephone number of alarm monitoring company
    j. Name and telephone number of company that installed the alarm system
    k. Special Medical Concerns
    l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
        1) Permit number (or non-permitted identifier)
        2) Name of permit holder
        3) Location of permit holder
        4) Permit status
        5) Expiration date
        6) Last false alarm incident date and time
        7) Alarm type (i.e., burglar, panic, etc.)
        8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
        1) Incident number
        2) Priority
        3) Call code
        4) Disposition

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5) Date
6) Time:
    (a) Received
    (b) Dispatched
    (c) Arrived
    (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned

Collection requirements and provisions:

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the County Alarm Program Administration and Collection Service. PMAM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PMAM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the County.
4. Bills will be due in timelines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PMAM to apply to Account Receivable system (A/R) to be maintained by PMAM.
6. PMAM will develop an A/R file, which the County will have access to review at any time.
7. System functionality for the County to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the County and to provide on-line information to PMAM regarding such payments so that PMAM can maintain A/R file.
8. PMAM shall provide and maintain a system that enables customers to make **online payments only** through the PMAM platform. All mail-in and walk-in payments shall be directed to, received by, and processed solely by the County Sheriff's Office at the location designated by the County. PMAM shall not receive, handle or process any physical payments. PMAM's system shall provide real-time reporting to the County for all online payments to maintain accurate accounts receivable records.
9. All payments made by mail will be directed to the County Sheriff's Office at the location designated by the County. PMAM shall **not** receive, manage or process any mailed payments or walk in payments. PMAM's responsibilities are limited to processing online payments only and updating accounts receivable records upon receiving payment information from the County.

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10. PMAM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.

11. PMAM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PMAM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PMAM with the prior written consent of the County or its designee, or (ii) the County or its designee or agent upon written notice to PMAM.

Processing:

PMAM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PMAM's Obligation:

In addition to the above, PMAM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.

2. Supply the County with an interface document describing the type, size, location, and medium of transfer from the County RMS.

3. Defer to the County regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the County regarding a specified alarm call.

4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PMAM shall provide training for the County and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PMAM shall coordinate with the County's Finance Department, Information Services and the County Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PMAM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PMAM will make best efforts to restore service within seventy-two (72) hours

3. PMAM under this Agreement shall establish and provide public education, awareness and information regarding the County's Alarm Management Program.

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County Licensing Fees

1. The County acknowledges and agrees that PMAM shall be exempt from any applicable County license fees in performing its services hereunder.

(Continued on Next page)

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Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. PMAM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the County for the total of the actual revenues generated and collected for the County during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarms violation fee above a mandated limit;
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees
e. Other charges imposed by the County in relation to the County's
f. Alarm Program Management and Collection Services (except for criminal penalties).

County of Monterey_____	**PMAM Corporation**
80%	**20%**

The County and PMAM shall share the revenue generated from fees, fines, and penalties as described above; provided that all mailing fees incurred in connection with the Services rendered under this Agreement by PMAM shall be paid by the program before the foregoing split of fees.
PMAM is **not authorized** to open or maintain a P.O. Box and bank account on the County's behalf.

In addition, in the event PMAM submits an invoice or other statement to a permit holder for an amount payable to the County and such invoice or other statement is not paid or otherwise discharged within 120 days after the date the initial invoice or statement was mailed or otherwise submitted to such permit holder, the County shall pay PMAM an administration fee of Seven Dollars ($7.00) for each such invoice or other statement that has not been paid or otherwise discharged within said 120 day period in order to offset, in part, the costs and expenses incurred by PMAM in preparing sending and administering such invoices or statements.

PMAM reserves the right to renegotiate this pricing should the County change the fee schedule for the false alarm ordinance.

In recognition of the fact that PMAM's Services under the Agreement and the expenses incurred by PMAM in performing such Services are incurred in advance of PMAM receiving a percentage of the fees collected under this Agreement and that the County shall have the benefit of such work as may have been

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completed up to the time of such termination, County agrees to continue to pay PMAM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PMAM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PMAM and the County in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PMAM in accordance with the terms of this Agreement.

Frequently Asked Questions:

1. Q - How will PMAM increase fiscal responsibility?
   Answer – PMAM pays for all software, software updates, data conversion, maintenance of the system and staffing and hosting cost (this eliminates fiscal risk). PMAM will audit past alarm records at no cost, identify missed false alarm charges, invoice them and pursue collections

2. Q – How will PMAM improve customer service?
   Answer – PMAM operates two (2) U.S. based call centers with fully mirrored systems and staff, if one center goes down due to weather or power failure, calls are rerouted to the other within 30 minutes. PMAM uses an in-house platform that reviews every customer call checking for politeness and accuracy. PMAM provides a secure, mobile friendly website where residents can apply for permits, renew, pay fines, submit appeals, update keyholder information and download invoices. PMAM also offers dedicated smartphone apps that allow citizens to manage their alarm accounts, make payments and receive push notifications for new invoices, past-due reminders and alarm activity. PMAM support team includes 33% Spanish speakers, offering phone, email and chat support in both English and Spanish. Also responds the same day to all voicemail call received before 4 pm and all emails are responded to within 24 hours.

3. Q – How will PMAM increase accuracy of accounts?
   Answer – PMAM will import all existing permits, balances and alarm history and conduct a free audit to identify missed incidents and generate valid invoices for unpaid amounts. The system blocks duplicate active permits at the same address unless unique unit numbers (e.g. apartments) are provided. PMAM will program the County's alarm ordinance into False Alarm Management Solutions (FAMS), calculating fees based on permit type, false alarms and allowed free incidents.

4. Q – How will PMAM increase efficiency?
   Answer – Alarm companies upload customer lists monthly and the system auto-matches them with County permits to flag unpermitted sites. PMAM uses a solution to automate tasks like payment posting, data entry and reconciliation; the system automatically sends renewal notices, violation letters and payment reminders via mail, email SMS and push notification. Citizens can submit appeals online with documents which are automatically routed to a hearing officer for review.

5. Q – Why did the agency fell it was necessary to establish a contract with PMAM?
   Answer – To improve false alarm management, recover costs and ensure accurate contact information.

6. Q – Is the SO suggesting revenues are currently being lost because office isn't able to complete this work?

Answer – Managing the Alarm Unit is a full-time job, however, the Fiscal Division can only allocate one full day a week to manage the Alarm Unit; this causes a decrease in revenue as the time does not allow for timely new customer registration, payment reminders or identifying missed false alarm incidents.

7. Q – What data is available related to the volume of false alarm activity, to justify an outside contract for the work?
   Answer – It's not just a "false alarm" contract. This vendor will handle every aspect of the alarm unit including registering new customers, sending out invoices, collecting online payments, customer service and management of the false alarm calls. MCSO will only have to collect check payments and process false alarm appeals.

Introduced: 5/19/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a**.** Authorize the County Purchasing Agent or their designee to execute Amendment No. 6 to Agreement No. A-16556 with SCRAM of California, Inc. to provide electronic monitoring products and services for Probation clients, for one additional year, for a revised term of June 1, 2023 through June 30, 2027, and to increase the Agreement's amount by $744,580 for a revised total Agreement amount not to exceed $1,791,495; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($179,150) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $1,970,645.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or their designee to execute Amendment No. 6 to Agreement No. A-16556 with SCRAM of California, Inc. to provide electronic monitoring products and services for Probation clients, for one additional year, for a revised term of June 1, 2023 through June 30, 2027, and to increase the Agreement's amount by $744,580 for a revised total Agreement amount not to exceed $1,791,495; and
b. Authorize the County Purchasing Agent or designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($179,150) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $1,970,645.

SUMMARY:
The County of Monterey Probation Department entered into Standard Agreement No. A-16556 with SCRAM of California, Inc. for the provision of electronic monitoring services for Probation clients. The initial contract term was June 1, 2023, through December 31, 2023. Since that time, the Agreement has been amended five times to ensure the continued delivery of court-mandated monitoring services.

DISCUSSION:
The Probation Department continues to require electronic monitoring services to support supervision of clients as ordered by the Monterey County Superior Court and as a condition of probation for various offender populations. Electronic monitoring serves as an intermediate sanction and an alternative to detention. The number of clients requiring monitoring fluctuates monthly based on operational needs. Additionally, the recent implementation of the Pre-trial Services Program under

Senate Bill 129 has increased the number of individuals served under this Agreement.

To maintain service continuity, Amendment No. 6 has been prepared to extend the Agreement term by an additional year through June 30, 2027, and to increase the not-to-exceed amount by $744,580, resulting in a revised total contract amount not to exceed $1,970,645. Additionally, the amendment updates the rate schedule to eliminate a tiered rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET product and establish a set rate, which will result in a cost savings to the County.

Probation recommends that the Board approve Amendment No. 6 to Standard Agreement No. A-16556. Approval will ensure the continued provision of essential electronic monitoring services necessary for effective supervision and overall department operations.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Amendment No. 6 was approved by the Office of County Counsel as to legal form and by the Auditor-Controller as to fiscal terms.

FINANCING:
Funding for this Agreement is fully provided by State Public Safety Realignment and SB 129 Pretrial monies. Sufficient appropriations and funding are included in Probation's FY 2025-26 Adopted Budget and FY 2026-27 Recommended Budget, for Appropriation Unit PRO001, Unit 8165. The recommended action results in no cost to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation aligns with the Board of Supervisor Strategic Plan Goals of Safe and Resilient Communities by supporting Probation’s Electronic Monitoring Program. Probation utilizes electronic monitoring as a probation supervision tool for a number of different offender populations. Electronic monitoring serves as an intermediate sanction/detention alternative, as well as a tool to enhance public safety, by assisting officers in monitoring high risk populations in the community.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Amendment No. 6 to Agreement No. A-16556
Amendment No. 5 to Agreement No. A-16556
Amendment No. 4 to Agreement No. A-16556
Amendment No. 3 to Agreement No. A-16556
Amendment No. 2 to Agreement No. A-16556
Amendment No. 1 to Agreement No. A-16556

Agreement No. A-16556

Introduced: 5/19/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

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The County of Monterey Probation Department entered into Standard Agreement No. A-16556 with SCRAM of California, Inc. for the provision of electronic monitoring services for Probation clients. The initial contract term was June 1, 2023, through December 31, 2023. Since that time, the Agreement has been amended five times to ensure the continued delivery of court-mandated monitoring services.

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The Probation Department continues to require electronic monitoring services to support supervision of clients as ordered by the Monterey County Superior Court and as a condition of probation for various offender populations. Electronic monitoring serves as an intermediate sanction and an alternative to detention. The number of clients requiring monitoring fluctuates monthly based on operational needs. Additionally, the recent implementation of the Pre-trial Services Program under

Senate Bill 129 has increased the number of individuals served under this Agreement.

To maintain service continuity, Amendment No. 6 has been prepared to extend the Agreement term by an additional year through June 30, 2027, and to increase the not-to-exceed amount by $744,580, resulting in a revised total contract amount not to exceed $1,970,645. Additionally, the amendment updates the rate schedule to eliminate a tiered rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET product and establish a set rate, which will result in a cost savings to the County.

Probation recommends that the Board approve Amendment No. 6 to Standard Agreement No. A-16556. Approval will ensure the continued provision of essential electronic monitoring services necessary for effective supervision and overall department operations.

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____ Well-Being and Quality of Life
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_X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Marcela Barbosa, Management Analyst II, Ext. 1100
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachments:
Amendment No. 6 to Agreement No. A-16556
Amendment No. 5 to Agreement No. A-16556
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Amendment No. 1 to Agreement No. A-16556

Agreement No. A-16556

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AMENDMENT NO. 6
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 6 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with t a term retroactive to June 1, 2023, through December 31, 2023, (hereinafter, "Agreement"), for an amount not to exceed $145,655, to provide an electronic monitoring program for Probation clients (hereinafter, "services"); and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024, for an aggregate term of June 1, 2023 through June 30, 2024,and to increase the Agreement's amount by $14,566, for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000, for a total not to exceed amount of $300,221, with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024, back to July 1, 2024, (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500, for a total not to exceed amount of $500,721; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, "Amendment No. 4") to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, for an aggregate term of June 1, 2023 through June 30, 2026, and to increase the Agreement's amount by $409,640, for a total not to exceed amount of $910,361; and

WHEREAS, the Agreement was amended by the Parties on April 14, 2026 (hereinafter, "Amendment No. 5") to increase the Agreement's amount by $136,554 for a total not to exceed amount of $1,046,915; and

WHEREAS, County has a continued need for services; and

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WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR'S services; and

WHEREAS, the Parties have negotiated a set rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET product and the CONTRACTOR'S Fee Schedule requires an update effective June 1, 2026; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2027, for an aggregate term of June 1, 2023 through June 30, 2027, and to increase the Agreement's amount by $744,580, for a total not to exceed amount of $1,791,495, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 6.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $1,791,495.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:
   The term of this Agreement is from June 1, 2023 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$1,791,495** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A-2 Fee Schedule, Effective July 1, 2025" with the revised fee schedule attached hereto as "Attachment A-3 Fee Schedule, Effective June1, 2026."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

Chief Contracts & Purchasing Officer

Date:

Approved as to Fiscal Provisions:

By: DocuSigned by: Ma Mon 2617DD077D63495...

Auditor/Controller

Date: 5/26/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 07025F9AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 5/21/2026

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: 39A533A7BE1D410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 5/20/2026

By: DocuSigned by: Royce McDonald 95E25E254D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, General Manager
Print Name and Title

Date: 5/20/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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ATTACHMENT A-3 – FEE SCHEDULE
Effective June 1, 2026

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$65.00**	**$9.77**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.66**
SCRAM Remote Breath	**$65.00**	**$8.67**
SCRAM GPS	**$65.00**	**$8.11**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.96**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.70**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.28**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.50**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

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AMENDMENT NO. 5
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 5 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024 (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500 for a total not to exceed amount of $500,721; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, "Amendment No. 4") to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, and to increase the Agreement's amount by $409,640 for a total not to exceed amount of $910,361; and

WHEREAS, County has a continued need for services; and

WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR'S services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

Docusign Envelope ID: 2D87603E-922A-4399-8F39-5AD73F8635E4

WHEREAS, the Parties wish to further amend the Agreement to increase the Agreement's amount by $136,554 for a total not to exceed amount of $1,046,915 with no change to the existing term ending June 30, 2026 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 5.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $1,046,915.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$1,046,915** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

4. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 2D87603E-922A-4399-8F39-5AD73F8635E4

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Signed by: Tom Skinner 30F2300D718745F...

Chief Contracts & Purchasing Officer

Date: 4/14/2026

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E78EF04E57454F6...

Auditor/Controller

Date: 4/14/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 07025F3AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 4/13/2026

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: Danny Prokosch 39A533A7BE1D410...

(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 4/13/2026

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...

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

Royce McDonald, General Manager
Print Name and Title

Date: 4/13/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

AMENDMENT NO. 4
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 4 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024 (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500 for a total not to exceed amount of $500,721; and

WHEREAS, County has a continued need for services; and

WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there has been an increase in the use of CONTRACTOR'S services; and

WHEREAS, the CONTRACTOR'S Fee Schedule requires and update effective July 1, 2025; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, and to increase the Agreement's amount by $409,640 for a total not to exceed amount of $910,361 to allow

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 4.

NOW THEREFORE, the Parties agree to retroactively amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $910,361.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$910,361** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A-1 Fee Schedule, Effective July 1, 2024" with the revised fee schedule attached hereto as "Attachment A-2 Fee Schedule, Effective July 1, 2025."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F2300D718745F...
Contracts/Purchasing Officer

Date: 3/19/2025

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4E7E8878754 54AE...
Auditor/Controller

Date: 3/11/2025

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: Signed by: Anne K. Brereton 07025E3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 3/10/2025

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: Danny Prokosch 39A533A7BE1B4F0...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 3/10/2025

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, VP SCRAM Services
Print Name and Title

Date: 3/10/2025

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

ATTACHMENT A-2 – FEE SCHEDULE
Effective July 1, 2025

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (1-75)*	**$65.00**	**$9.92**
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (76+)*	**$65.00**	**$9.77**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.66**
SCRAM Remote Breath	**$65.00**	**$8.67**
SCRAM GPS	**$65.00**	**$8.11**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.96**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.70**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.28**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.50**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

**For tiered CAM Pricing, 1-75 and 76+ tiers represent the total actively monitored CAM clients averaged in the month.*

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556 ; Amendment No.: 3
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Renewal and Retroactive Amendment No. 3 to Agreement No. A-16556 with SCRAM of California, Inc. to provide electronic monitoring products and services for Probation clients, to renew and extend the expiration date of June 30, 2024 for one (1) additional year, for a revised term of June 1, 2023 through June 30, 2025, and to increase the Agreement's amount by $200,500 for a revised total Agreement amount not to exceed $500,721; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 15% ($75,108) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $575,829.

PASSED AND ADOPTED on this 16th day of July 2024, by roll call vote:

AYES: Supervisors Church, Lopez, and Adams
NOES: None
ABSENT: Supervisors Alejo & Askew

Motion passed 3 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 16, 2024.

Dated: July 16, 2024
File ID: A 24-361
Agenda Item No.: 23

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

RENEWAL AND AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS RENEWAL AND AMENDMENT NO. 3 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Parties have negotiated a revised tiered rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET device and the Parties wish to update this rate effective July 1, 2024; and

WHEREAS, the Agreement expired on June 30, 2024 and the County has a continued need for services; and

WHEREAS, the Parties wish to renew the Agreement on similar terms retroactive to July 1, 2024 and increase funding to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the rate schedule, extend the term of the Agreement for one (1) additional year through June 30, 2025, and to increase the Agreement's amount by $200,500 for a total not to exceed amount of $500,721 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 3.

NOW THEREFORE, the Parties agree to retroactively amend the Agreement as follows:

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $500,721.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$500,721** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A – Fee Schedule, Effective March 1, 2024" with the revised fee schedule attached hereto as "Attachment A-1 – 1 Fee Schedule, Effective July 1, 2024."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30E2300D718745F...
Contracts/Purchasing Officer

Date: 7/18/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz 57[illegible]
Auditor/Controller

Date: 7/15/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: 8702[illegible]
Anne K. Brereton
Deputy County Counsel

Date: 7/14/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: [illegible]
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 7/5/2024

By: DocuSigned by: Jeremy Moore 8983A1308A0E493...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Jeremy Moore, Chief Executive Officer
Print Name and Title

Date: 7/8/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

ATTACHMENT A-1 – FEE SCHEDULE
Effective July 1, 2024

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (1-75)*	**$65.00**	**$9.73**
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (76+)*	**$65.00**	**$9.58**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.43**
SCRAM Remote Breath	**$65.00**	**$8.50**
SCRAM GPS	**$65.00**	**$7.95**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.65**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.35**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.35**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

**For tiered CAM Pricing, 1-75 and 76+ tiers represent the total actively monitored CAM clients averaged in the month.*

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556 ; Amendment No.: 2
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Amendment No. 2 to Agreement No. A-16556 with SCRAM of California, Inc. for electronic monitoring for Probation clients where the amendment increases the Agreement's amount by $140,000 for an amount not to exceed $300,221 with no change to the existing term of June 1, 2023 through June 30, 2024; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 15% ($45,033) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $345,254.

PASSED AND ADOPTED on this 12th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 12, 2024.

Dated: March 19, 2024
File ID: A 24-080
Agenda Item No.: 50

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 691ABA01-B0CA-424B-83CF-432F2A73BFF8

AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 2 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, County has a continued need for services; and

WHEREAS, the Parties have negotiated a revised Fee Schedule effective March 1, 2024, attached hereto as Attachment A – Fee Schedule; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $300,221.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

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County shall pay an amount not to exceed **$300,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Replace the Fee Schedule under Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" with the revised Fee Schedule attached hereto as "Attachment A – Fee Schedule, Effective March 1, 2024."

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: 691ABA01-B0CA-424B-83CF-432F2A73BFF8

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B744937AA0D41B...
Contracts/Purchasing Officer

Date: 3/19/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz F79EE64E5745ff6...
Auditor/Controller

Date: 2/29/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne K. Brereton 07935F3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 2/28/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: Danny Prokosch 39A533A7BE1C410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 2/28/2024

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: 2/28/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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ATTACHMENT A – FEE SCHEDULE
Effective March 1, 2024

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$65.00**	**$9.73**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.43**
SCRAM Remote Breath	**$65.00**	**$8.50**
SCRAM GPS	**$65.00**	**$7.95**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.65**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.35**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.35**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

***The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

SCRAM of California, Inc.
Term: June 1, 2023 – June 30, 2024
Not to Exceed: $300,221

DocuSign Envelope ID: 354F73A2-87AA-400E-89FA-34FA6729DD23

AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 1 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $160,221.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

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County shall pay an amount not to exceed **$160,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 1/5/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4A2C8A4E3...
Auditor/Controller

Date: 1/5/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...

Date: 1/4/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: Danny Prokosch 4A2C8A4E3...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 12/27/2023

By: DocuSigned by: Royce McDonald 4A2C8A4E3...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: 12/29/2023

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute a retroactive Agreement with SCRAM of California, Inc. for electronic monitoring for Probation clients for a term retroactive to June 1, 2023 through December 31, 2023 for an amount not to exceed $145,655; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($14,566) of the original Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $160,221.

PASSED AND ADOPTED on this 29th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 29, 2023.

Dated: August 30, 2023
File ID: A 23-404
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

SCRAM of California, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Electronic monitoring program for Probation clients.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 145,655

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Retroactive to June 1, 2023 **to** December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Todd Keating, Chief Probation Officer	Danny Prokosch, VP of Business Development
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	3456 Camino Del Rio North, Suite 100, San Diego, CA 92108
Address	Address
(831) 755-3913/ Fax (831) 759-7246	(925) 597-0340
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas 4DFC1176E799451...
Contracts/Purchasing Officer

Date: 9/1/2023

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...
County Counsel

Date: 8/14/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 8/15/2023

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

SCRAM of California, Inc.
Contractor/Business Name *

By: DocuSigned by: Danny Prokosch 39A533A7BE1D410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Name and Title

Date: 8/7/2023

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Royce McDonald, Chief Operating Officer
Name and Title

Date: 8/7/2023

County Board of Supervisors' Agreement No. _____ approved on _____

*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 paragraphs 8 or 9

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
SCRAM of California, Inc. hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide Electronic Monitoring equipment and program support services for Probation clients under the Electronic Monitoring Program as ordered by the Monterey County Superior Court or as a part of their probation supervision terms.

CONTRACTOR shall provide the following equipment for the clients' use:

- SCRAMGPS®
- SCRAM Continuous Alcohol Monitoring® with RF (SCRAM CAM®)
- SCRAM Remote Breath®
- SCRAM Drug Patch

A.2 ROLES AND RESPONSIBILITIES

CONTRACTOR'S responsibilities shall include the following:

1. Staffing

a. CONTRACTOR shall provide one (1) dedicated staff member, designated as a Client Services Representative (CSR) or Case Manager. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off and amenable to increase staffing if needed to address any population increase.

b. It is CONTRACTOR'S responsibility to provide and maintain selected equipment, including sufficient inventory for multiple County programs with a daily estimated population of up to 90-100 (estimated) being monitored on any given day.

c. Provide 24/7 monitoring center services with real time notification to

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County staff.

d. CONTRACTOR shall provide staff member space to perform client meetings for orientation, troubleshooting and installation.

e. Installation/removal and troubleshooting of equipment and monitoring software.

f. Training of County staff when needed.

2. Equipment

a. CONTRACTOR shall provide at least two electronic devices capable of utilizing CONTRACTOR'S web-based interface to track all clients. The devices will be returned to the CONTRACTOR at the conclusion of the contract. CONTRACTOR is responsible for upgrading/replacing the electronic devices if they become obsolete or incompatible. CONTRACTOR is responsible for replacing the electronic devices if they malfunction. CONTRACTOR shall replace any malfunctioning electronic devices as soon as possible and at minimum within one business day.

b. CONTRACTOR is responsible for providing all electronic monitoring equipment and consumables (including incidental tools and supplies, transmitter straps and clips), and for all maintenance of the equipment, including that resulting from damage, destruction, or loss of equipment by clients. CONTRACTOR shall provide new technology upgrades to equipment under contract as it becomes readily available in the electronic monitoring industry.

c. Ankle Transmitters: Must be FCC certified body-attached devices housing the receiver and transmitter into a single unit. All client equipment must report all information exclusively through the cellular network. Devices must be as small and inconspicuous as possible - dimensions must be consistent in size and weight with the latest industry standards.

d. Transmitters must be attached to clients in such a manner that they cannot be removed. If transmitters are tampered with or removed, transmitters must have a tilt alarm, or other similar system that notifies the organization, in real time, that the unit has been tampered.

e. All devices shall be capable of being attached to the client so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and provide immediate tamper detection and alert reporting.

f. All GPS devices shall be shock resistant, waterproof to at least 15 feet, and

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function reliably under normal atmospheric and environmental conditions. The GPS device casing must be waterproof and must be able to withstand environmental factors.

g. All devices must be capable of tracking indoors and outdoors. Alcohol Monitoring Devices: Must be compatible with transdermal alcohol testing and be FCC compliant.

h. Devices must be body-attached.

i. Devices must be attached to clients in such a manner that they cannot be removed.

j. All efforts to remove the bracelet should be obvious upon visual inspection.

k. All devices shall be shock resistant and function reliably under normal atmospheric and environmental conditions.

l. Devices shall not pose a safety hazard or unduly restrict the activities of the client.

m. All devices must provide alternative location tracking using the cellular network in the absence of GPS at no additional cost.

n. Devices proposing methods of secondary tracking in addition to GPS must specify the timing interval at which the secondary tracking technology is occurring (Example: Secondary tracking via cellular triangulation occurring every thirty (30) minutes) and must also specify how the web based system reflects the secondary tracking versus GPS mapping and whether the two tracking technologies are integrated as part of the mapping or if they require caseworkers to compare two separate indicators such as mapping for GPS with a separate cellular zone for secondary tracking.

o. Additional Criteria:

1) No automatic reset of equipment.
2) Equipment must be equipped with technology that minimizes drift.
3) Equipment must have internal, rechargeable, non-removable battery power.
4) Equipment must provide a low power signal, visual indicator, and vibrating alarm to indicate that the device should be recharged.
5) CONTRACTOR shall provide any replacement power sources for use with the GPS device that fail under normal use.

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3. Equipment Replacement

a. CONTRACTOR shall be responsible for all maintenance of the equipment. County will be responsible for damage, destruction, or loss of equipment by clients and will not require the client(s) to replace or pay for any lost or damaged equipment unless it is determined client is on a self-pay status.

4. Equipment Maintenance

a. CONTRACTOR shall provide any necessary auxiliary equipment (ex., charger, beacon, etc.). Auxiliary equipment that requires installation in client's home will be installed by CONTRACTOR'S staff. In the event the client's equipment is malfunctioning the CONTRACTOR must have replacement equipment available within 24 hours.

b. CONTRACTOR'S staff shall provide equipment inspections on an as-needed basis at the CONTRACTOR'S office or on-site at the Monterey County Probation Department. CONTRACTOR trained staff will perform equipment inspections.

c. CONTRACTOR'S staff must be available at CONTRACTOR'S designated site five days per week during established program hours and provide on-call staff on the weekends and holidays as needed to do the following:

1) Assist with client drop-ins and complete all installations (installations may take place in-custody depending on location of client).
2) Meet with program clients.
3) Resolve malfunctioning equipment issues including testing chargers.
4) Provide training and assistance to staff.
5) Conduct transdermal alcohol testing device downloads.
6) Remove equipment devices upon a client's discharge from the program.

5. Client Monitoring Software

a. CONTRACTOR will provide software capable of real-time monitoring and maintaining of data on approximately up to 90-100 clients (estimated) actively being monitored.

b. Software must be capable of:

1) Maintaining different categories of clients based on County's definitions.
2) Allow CONTRACTOR's staff to enter, store, access and remove necessary client data.
3) Keep current in real time each time a subject is added, changed or terminated.

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4) Have the ability to create, edit and delete scheduling information and stay away zones, including reasons for entry.
5) Send alarms electronically to designated County personnel for any violation in the system of the notifications configured terms of a subject's monitoring program, via text or email.

c. Software must have ability to generate reports, at minimum, as follows:

1) Daily Violations Reports that list the client's name, date, time, and type of violation, including violations of movement and/or curfew restrictions, equipment malfunctions/tampers, battery status and any other problem related to the status of the clients.
2) Daily Charging Reports that list the client's name, date, and detailed charging data.
3) CONTRACTOR'S staff shall perform system administration and configuration of the system.
4) CONTRACTOR will extract data from software and send email notices to Deputy Probation Officers and support staff with real time data entry and status review.
5) CONTRACTOR is responsible for using the latest version of software and maintaining it up to date.

6. Case Management Services

a. CONTRACTOR will monitor all electronic monitoring clients 24-hours a day, 365 days a year.

b. CONTRACTOR will provide one (1) dedicated staff five days per week during established program hours, designated as a Client Services Representative (CSR) or Case Manager, and provide on-call services on the weekends and holidays.

c. Upon receipt of the referral, the CONTRACTOR will provide electronic monitoring/alcohol monitoring equipment, installation, and orientation. Services must be available to start within 24 hours of the referral, except for referrals made on Friday or the day before a designated Holiday. The enrollment and equipment maintenance services may be provided at any mutually agreed upon location.

d. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off.

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e. In the event that CONTRACTOR fails to provide staffing coverage on their planned vacation as agreed, County will deduct $100 per day in which CONTRACTOR'S staff is unavailable to provide services. Pre-trial program contact must notify the Probation Services Manager (PSM) or Probation Division Manager (PDM).

f. CONTRACTOR will conduct contacts with clients as directed by Probation.

g. For youth, CONTRACTOR will conduct contacts and equipment checks as needed if/when there are discrepancies in reading and/or device malfunctioned. If troubleshooting cannot be successfully completed via phone, a visit is needed at the youth's work or home when it occurs.

h. For adults, contacts and equipment checks will be conducted once per month.

i. CONTRACTOR will provide alert monitoring which includes an initial investigation of all alerts to confirm their validity to the extent possible and report the information discovered per the program protocols.

j. CONTRACTOR shall report alerts to assigned Deputy Probation Officer by the next business day, with the exception of critical alerts.

k. Critical alerts designated by the County shall be reported immediately to persons requested by the County. (See Appendix A.)

l. CONTRACTOR shall provide follow up written reports on violations as requested by the County by the next business day.

m. CONTRACTOR will provide court support and testimony for cases requiring technical expertise or compliance verification.

n. CONTRACTOR will provide program statistics, to include but is not limited to, current number of clients in the program, number of violations and follow-up, as designated and requested by the County.

7. Enrollment, Orientation & Installation

a. Client Referrals and Enrollment: CONTRACTOR shall assign a

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Certified Case Manager/SCRAM Agent who will employ a detailed process for receiving and processing clients referred to monitoring, to each client. The Enrollment/Orientation/Installation process shall be conducted within 24 hours during normal business hours from when the CONTRACTOR receive the referral from the County.

b. Orientation: Each client will be oriented of the detailed overview of the program requirements and monitoring technology or testing protocols. All information shall be presented verbally and in writing and is available in both English and Spanish. The Case Manager/SCRAM Agent shall walk client through a detailed Participation Agreement that is customized for the program and the technology being used.

c. Installation. The Installation process shall include a detailed checklist, specific to each program and each technology, to ensure every client is properly enrolled and educated and has a thorough understanding of both program parameters and the technology and has clear contact information for the assigned Case Manager/SCRAM Agent should questions arise. This phase is where all schedules are established, reviewed, and entered into the case management software.

   After Installation, clients shall leave with or are emailed copies of all paperwork that was reviewed and signed during the initial meeting. Contractor will conduct all necessary installations, replacements, repairs, activations, and deinstallations.

   Once the Enrollment/Orientation/Installation meeting is concluded, CONTRACTOR staff shall immediately notify the County of the completion of the process and activation of the equipment via email or any method preferred by the County team.

County (Probation Department) responsibilities shall include the following:

1. Coordinate communication and process improvement between all agencies involved in the Monterey County Electronic Monitoring Program.
2. Provide a dedicated liaison for coordination of this program.

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$145,655** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rate sheet and in accordance with the following terms:

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$80.00**	**$10.45**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$80.00**	**$12.15**
SCRAM Remote Breath	**$80.00**	**$9.00**
SCRAM GPS	**$80.00**	**$9.75**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$80.00**	**$16.50**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$80.00**	**$18.20**
Combination: SCRAM GPS + SCRAM Remote Breath	**$80.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$80.00**	**$7.35**
Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.		
EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*	**COST**	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$420.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

***The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

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B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit a monthly invoice to Probation's Finance Division no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.
Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference services and an original hardcopy shall be sent to the following address or via email to 255-probationfinanceap@co.monterey.ca.us:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

There shall be no travel reimbursement allowed during this Agreement.

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.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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APPENDIX A

Guide- Response Notification Types

Electronic Monitoring

1. **Bracelet Strap Open Alert:** Generated when the base station receives the date and time that the bracelet was cut.

2. **Strap Tamper:** The transmitter's strap has been cut or disassembled so that the strap is separate from the case, or the client has attempted to cut, remove or tamper with the strap, or the transmitter has corroded connection points.

Global Positioning Systems (GPS)

1. **Strap and Backplate Tamper combined:** Strap Tamper occurs when the client attempts to cut, remove or tamper with the strap attached to the device. Backplate tamper occurs if the client attempts to remove/disassemble the device by removing the backplate from the tracking unit.

2. **Strap Tamper:** The fiber-optic circuit inside the strap of a SCRAM GPS® tracking unit is open, resulting in a tamper alert.

3. **Case Tamper:** The tracking unit's case was opened because it was tampered with or the battery was replaced.

4. **Exclusion Zone Alert:** Occurs when a client is in violation of his schedule by entering a user defined zone that is prohibited. A client entered a forbidden zone and has been in that zone longer than the grace period if one is in effect.

Alcohol Monitoring

1. **Alcohol Detected Alert:** Generated when the bracelet generates three consecutive readings above .020 with at least one of those readings above the agency threshold, which indicates that the client has consumed alcohol.

2. **Potential Tamper Alert:** Generated when there is an unacceptable change in IR voltage from the previous readings, which indicates that the client has inserted something under the bracelet in order to inhibit the testing of alcohol.

3. **Potential Removal Alert:** Generated when the client cuts the strap or removes the bracelet without damaging the strap.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
4622 Pennsylvania Avenue
Suite 920
Kansas City MO 64112

CONTACT NAME: Kylee Cundiff
PHONE (A/C, No, Ext): 816-325-0818 **FAX (A/C, No):** 816-218-0818
E-MAIL ADDRESS: kylee_cundiff@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : American Automobile Insurance Company	21849
INSURER C : Lloyd's Syndicate 2623	
INSURER D : Coalition Insurance Solutions, Inc.	
INSURER E : SiriusPoint Specialty Insurance Corporation	16820
INSURER F :	

INSURED SCRAOFC-01
SCRAM of California, Inc.
555 West Beech Street, Suite 400
San Diego CA 92101

COVERAGES **CERTIFICATE NUMBER:** 229348187 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		CA000036360-04	10/20/2022	9/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		SCV011378-22-01	10/20/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			TSX-000218-22	10/20/2022	9/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C D	Professional Liability Cyber Liability			W2910C210301 C-4LRK-040778-CYBER-2022	10/20/2022 10/20/2022	9/1/2023 9/1/2023	Limit - Per Claim Retention Cyber Limit/Retention	$5,000,000 $100,000 $1,000,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey, its Officers, Agents, and Employees are included as Additional Insured as respects General Liability and Auto liability as required by written contract.

CERTIFICATE HOLDER

Monterey County
20 East Alisal Street, 2nd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2541779

DATE (MM/DD/YYYY): 10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURED **SCRAM of California, Inc.** **555 W BEECH ST STE 400** **SAN DIEGO, CA 92101-2984**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ace American Insurance Co. — 22667 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C51530962	10/1/2022	10/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SCRAM OF CALIFORNIA, INC.
555 W BEECH ST STE 400
SAN DIEGO, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DocuSign Envelope ID: 7129D23F-7DBF-43E6-8587-1980B282C79A

Policy Number: CA000036360-04 **CG 20 11 12 19**

Issued Date: 05/04/2023 Effective Date: 04/26/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

California Premium:	$250.00
Non-Taxable Fees:	N/A
Taxable Fees:	N/A
Surplus Lines Tax:	$7.50
Stamping Fee:	$0.63

SCHEDULE

Designation Of Premises (Part Leased To You): All premises leased to you and covered by this insurance.
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.
Additional Premium: **$** 250.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Introduced: 4/20/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Assessor or their designee to enter into a Non-Standard Software as a Service Agreement with Just Appraised Inc. for appraisal software for a three year term of July 1, 2026 through and including June 30, 2029 in an amount not to exceed $120,000; and
b. Accept non-standard language in the agreement provided by the vendor as recommended by the Assessor; and
c. Approve and authorize the Assessor or their designee to sign up to three future amendments to the Agreement that do not exceed 10% ($12,000) with similar non-standard language provisions, that do not significantly alter the scope of work, for a total aggregate contract amount of not to exceed $132,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Assessor or their designee to enter into a Non-Standard Software as a Service Agreement with Just Appraised Inc. for appraisal software for a three (3) year term of July 1, 2026 through and including June 30, 2029 in an amount not to exceed $120,000; and
b. Accept non-standard language in the agreement provided by the vendor as recommended by the Assessor; and
c. Approve and authorize the Assessor or their designee to sign up to three (3) future amendments to the Agreement that do not exceed 10% ($12,000) with similar non-standard language provisions, that do not significantly alter the scope of work, for a total aggregate contract amount of not to exceed $132,000.

SUMMARY:
Since 2021, the Assessor’s Office has utilized the Just Appraised transfer of ownership and sales coding application programming interface to aggregate various data sources about real estate transactions and create a workflow that allows staff members to process the appraisal transactions more quickly. The Assessor requests that the Board approve the proposed renewal of this software as a service agreement, including the non-standard provisions, between Just Appraised Inc. and the County of Monterey Assessor’s office due to business necessity for a three-year term of July 1, 2026 through and including June 30, 2029.

DISCUSSION:
The proposed agreement contains non-standard indemnification and liability provisions as well as non-standard payment terms. These non-standard provisions are an industry-wide accepted standard although not County standard.

On June 22, 2021, the Board Authorized the Assessor to enter into a non-standard software as a service agreement with Just Appraised Inc. for the provision of appraisal software through June 30, 2026. The Assessor requests that the Board approve the proposed renewal of this agreement, including the non-standard provisions, between Just Appraised Inc. and the County of Monterey Assessor's office due to the Assessor's need ensure the preparation and continuation of a timely and accurate property tax roll as mandated by the State of California.

The term of the agreement as identified shall be for July 1, 2026 through and including June 30, 2029. The license fee for Year 1 (July 1, 2026 through June 30, 2027) shall not exceed $35,000. The license fee for Year 2 (July 1, 2027 through June 30, 2028) shall not exceed $40,000. The license fee for Year 3 (July 1, 2028 through June 30, 2029) shall not exceed $45,000. The total aggregate contract amount shall not exceed $120,000.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the agreement and approves to form upon client acceptance of non-standard terms. County Risk Management cannot approve the agreement due to the presence of non-standard indemnity and liability provisions.

FINANCING:
Funds for payment of this agreement have been included in the Assessor's FY 2026-2027 Requested Budget (1180-ACR001-8003). Transactions relating to future fiscal years will be included in each respective Requested Budget.

There is no additional financial impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the key objective of administration and will provide the Assessor with the additional support it needs to ensure the continuance of a timely and accurate property tax roll as mandated by the State of California.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
__X_ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Chihiro Tabata, Management Analyst, ext. 6607
Approved by: Xochitl Marina Camacho, Assessor, County Clerk Recorder, ext. 5874

Attachments:
Proposed Agreement
Exhibit A - Order Form/Quote
Exhibit B - Customer Contract Language Revisions

Introduced: 4/20/2026

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__X_ Administrative

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JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2026 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco, CA 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").

B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.

C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for

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accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is

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provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment)

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if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the state of CALIFORNIA without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

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IN WITNESS WHEREOF, the parties have executed this agreement on the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Assessor-County Clerk-Recorder

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Andrea Valentine
25834C99491E449...
Deputy Auditor/Controller[1]

Dated: 4/30/2026 | 3:41 PM PDT

Approved as to Liability Provisions:

DocuSigned by:
David Bolton
3E7A6EE11DD8446...
Risk Management[2]

Dated: 4/30/2026 | 2:01 PM PDT

Approved as to Form:

Signed by:
Shane Eben Strong
F631FE484254499...
Office of County Counsel[3]

Dated: 4/30/2026 | 1:00 PM PDT

Just Appraised Inc.

By: DocuSigned by:
Imran Khoja
E8413DE2AF004BE...
Signature of Chair, President, or Vice-President

Imran Khoja President
Printed Name and Title

Dated:

By: Signed by:
Meera Kansagra
AD92BA98E2614D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Meera Kansagra Director of Finance
Printed Name and Title

Dated: 4/30/2026 | 8:37 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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1] Approval by Auditor-Controller is required.
[2] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.
[3] Approval by the Office of the County Counsel is required.

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of July 1, 2026 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on July 1, 2026 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer:	County of Monterey	**Contact:**	Marina Camacho
Address:	168 W Alisal St. Salinas, CA 93901	**Phone:**	831-755-5874
		E-Mail:	camachom@co.monterey.ca.us
License Fees: The fees for each term (the "License Fee") to be invoiced in a single lump sum at the beginning of the Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement. $35,000 per year for the Renewal Term One $40,000 per year for the Renewal Term Two $45,000 per year for the Renewal Term Three		**Renewal Term One**: July 1, 2026 through June 30, 2027 **Renewal Term Two**: July 1, 2027 through June 30, 2028 **Renewal Term Three**: July 1, 2028 through June 30, 2029	

JUST APPRAISED INC.

By: _____

Name:

Title:

Date:

CUSTOMER: County of Monterey

By: _____

Name:

Title:

Date:

EXHIBIT B
Customer Contract Language Revisions
County of Monterey Assessor's Office

1. **Order of Precedence**

   In the case of any conflict, the order of precedence shall be this Exhibit B, Exhibit A the Order Form, finally the SaaS Services Agreement. This Exhibit B amends the SaaS Services Agreement and all future Order Forms that may be entered into by Company and Customer pursuant to this SaaS Services Agreement shall also be subject to this Exhibit B.

2. **Section 5.2**

   Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

3. **Section 6.1**

   This Order Form does not automatically renew. The subscription will expire on June 30, 2029 unless the Customer provides express written consent 30 days prior to expiration.

4. **Section 9**

   Company may not transfer and assign any of its rights and obligations under this Agreement without consent except in connection with a merger, acquisition, corporate reorganizations, or sale of all or substantially all of its assets.

Introduced: 5/12/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the County Clerk-Recorder or their designee to execute a non-standard agreement with Kofile Technologies, Inc., for the preservation and conservation of the County Clerk-Recorder's index books, for a one (1) year term of July 1, 2026 through and including June 30, 2027 in an amount not to exceed $354,264; and
b. Accept non-standard language in the agreement provided by the vendor as recommended by the County Clerk-Recorder; and
c. Approve and authorize the County Clerk-Recorder or their designee to sign up to three amendments to the Agreement that do not exceed 10% ($35,427) with similar non-standard language provisions, that do not significantly alter the scope of work, for a total aggregate contract amount of not to exceed $389,691.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the County Clerk-Recorder or their designee to execute a non-standard agreement with Kofile Technologies, Inc., for the preservation and conservation of the County Clerk-Recorder's index books, for a one (1) year term of July 1, 2026 through and including June 30, 2027 in an amount not to exceed $354,264; and
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SUMMARY:
Since 2014, the Recorder's Office has worked with Kofile Technologies, Inc. to restore the department's books dating back to the 1800's per Government Code section 27231 to ensure that these records are preserved for the future. The County Clerk-Recorder requests that the Board approve the proposed renewal of this service agreement, including the non-standard provisions, between Kofile Technologies, Inc. and the County of Monterey Recorder's office due to business necessity for a one-year term of July 1, 2026 through and including June 30, 2027.

DISCUSSION:
Per Government Code section 27231, "the Recorder has the custody of, and shall keep all books, records, maps, and papers deposited in his office." The department books date back to the 1800's

and for over a hundred years, wood pulp paper was used for record keeping which is extremely acidic and unstable. In 2014, the Board approved the County Clerk-Recorder to embark on the restoration of the department record books and maps with Kofile Technologies, Inc. In 2017, the Grand Jury recommended that the Recorder's office begin restoring maps. Therefore, the County Clerk-Recorder's office is asking the Board of Supervisors to approve continuing with the preservation project with the restoration of index books.

The proposed agreement contains non-standard indemnification and liability provisions. These non-standard provisions are an industry-wide accepted standard although not County standard. The term of the agreement as identified shall be for July 1, 2026 through and including June 30, 2027 in an amount not to exceed $354.264.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the agreement and approves to form upon client acceptance of non-standard terms. County Risk Management cannot approve the agreement due to the presence of non-standard indemnity and liability provisions.

FINANCING:
Funds for payment of this agreement have been included in the Assessor's FY 2026-2027 Requested Budget from the Modernization Fund (027-2730-ACR003).

Government Code section 27361(c) provides that a specified portion of recording fees, retained in Restricted Revenue Fund (027-2730-ACR003) be available solely to "support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents."

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the key objective of administration and will provide the County Clerk/Recorder with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
__X_ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Chihiro Tabata, Management Analyst, ext. 6607
Approved by: Xochitl Marina Camacho, Assessor, County Clerk Recorder, ext. 5874

Attachments:

Proposed Agreement
Exhibit A: Scope of Services and Payment Provisions
Exhibit B: Language Revisions to Non-Standard Service Agreement

Introduced: 5/12/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
__X_ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Chihiro Tabata, Management Analyst, ext. 6607
Approved by: Xochitl Marina Camacho, Assessor, County Clerk Recorder, ext. 5874

Attachments:
Proposed Agreement

Exhibit A: Scope of Services and Payment Provisions
Exhibit B: Language Revisions to Non-Standard Service Agreement

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Kofile Technologies, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Preservation and conservation of the County Clerk-Recorder's Index Books

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 354,263.60

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Language Revision to Non-Standard Service Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Chihiro Marie Tabata, Management Analyst
Adress: Monterey County Clerk-Recorder 168 West Alisal St., 1st Fl. Salinas CA 93901
Phone: (831) 759-6607

FOR CONTRACTOR:
Name and Title: Angelique Nasser
Adress: 6300 Cedar Springs Rd. Dallas, TX 75235
Phone: (916) 266-3292

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Docusign Envelope ID: D2BF7016-AD29-8EC0-800F-AF6E780BCD1F

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Docusign Envelope ID: D2BF7016-AD29-8EC0-800F-AF6E780BCD1F

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, County Counsel

By: Signed by: Samuel Briderwell 31B2028C241644B...

County Counsel

Date: 5/19/2026 | 1:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor/Controller

Date: 5/20/2026 | 8:36 AM PDT

Approved as to Liability Provisions Office of the County Counsel-

Risk Management

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

David Bolton, Risk Manager

Date: 5/19/2026 | 5:05 PM PDT

CONTRACTOR

Kofile Technologies, Inc.

Contractor/Business Name*

By: Signed by: Raymond Aschenbach A104DD780DCC4C0...

(Signature of Chair, President, or Vice-President)

Raymond Aschenbach President, CEO

Name and Title

Date: 5/19/2026 | 1:33 PM PDT

By: Signed by: Michael Strachan F2D83D0AA56A495...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Michael Strachan Legal Counsel, Secretary

Name and Title

Date: 5/18/2026 | 12:04 PM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT-A: Scope of Services / Payment Provisions

County of Monterey Standard Agreement between
Monterey County Assessor's Office, hereinafter referred to as "County"
AND
Kofile Technologies, Inc., hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of the Non-Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement shall be from **July 1, 2026 to June 30, 2027.**

II. SCOPE OF SERVICES

A. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Preservation and confirmation of the County Clerk-Recorder's Index Books

Book Preservation
• Inspect and log each item upon receipt.
• Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).
• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
• Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.
• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.
• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

Removal of Double Sided Sheet Extenders
Conservation Treatments: Removal of Sheet Extenders, Double Sided

Monterey County-Clerk-Recorder-Assessor					
Project Overview - Estimated Volumes and Pricing					
Record Series	**Volume**	**UOM**	**Quantity**	**Price Per Page**	**Level of Service**
Index to Patents	A	Per Page	880	$8.23	Book Preservation
Patents	1, A-L	Per Page	12,910	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Miscellaneous Records	C-I	Per Page	8,360	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Miscellaneous Records	J-T	Per Page	5,630	$7.34	Book Preservation
Reclamation District	A	Per Page	66	$14.59	Book Preservation
Tax Deeds	A-C, 1-13	Per Page	13,762	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Index to Tax Deeds	1-2	Per Page	1320	$7.14	Book Preservation \ Removal of Double Sided Sheet Extenders
Index to Tax Liens	1	Per Page	440	$6.60	Book Preservation \ Removal of Double Sided Sheet Extenders
Notices of Actions	A	Per Page	385	$7.34	Book Preservation
Deeds	G	Per Page	1330	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Mortgages	G	Per Page	550	$7.34	Book Preservation
Deeds Pacific Grove Retreat	1-4, W-Z	Per Page	7,920	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Decrees Dist & Prob Courts Real Estate	B	Per Page	762	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Solares De Monterey		Per Page	660	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
Water Rights	A	Per Page	726	$6.15	Book Preservation \ Removal of Double Sided Sheet Extenders
				PROJECT TOTAL	**$354,263.60**

III. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $354,263.60 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 following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

Project Total pricing is based upon an estimated page count. Actual billing is based upon actual page counts times the agreed per page unit rate.

IV. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

V. MAXIMUM OBLIGATION TO THE 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 July 1, 2026 to June 30, 2027.

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2026 to June 30, 2027	$354,263.60
MAXIMUM COUNTY OBLIGATION	$354,263.60

EXHIBIT B: LANGUAGE REVISIONS TO NON-STANDARD SERVICE AGREEMENT

The provisions set forth below shall supersede and take the place of the paragraphs(s) they replace. All other provisions of this Professional Services Agreement shall remain in full force and effect.

I. The revision is as follows:

Section *9.04* second paragraph only shall be deleted in its entirety and replaced with the following in lieu thereof: "*Each liability policy shall provide that the County shall be given notice at least thirty days in advance of any cancellation or intended non-renewal thereof. CONTRACTOR will provide County with at least thirty days written notice of any reduction in coverage or limit of each policy. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements."*

County of Monterey

Board Report

Legistar File Number: A 26-218

Item No.34

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/28/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 2 to the Agreement with ARC Alternatives, for provision of continued energy analytics and consulting services, extending the term through to June 30, 2027, for a revised term of October 1, 2022 through June 30, 2027 revising Exhibit A-1, and increasing the contract amount by $177,060 for a revised contract maximum of $545,660.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the County Purchasing Agent or designee to execute Amendment No. 2 to the Agreement with ARC Alternatives, for provision of continued energy analytics and consulting services, extending the term through to June 30, 2027, for a revised term of October 1, 2022 through June 30, 2027 revising Exhibit A-1, and increasing the contract amount by $177,060 for a revised contract maximum of $545,660.

SUMMARY/DISCUSSION:

The County of Monterey entered into an agreement with ARC Alternatives to provide energy analytics and sustainability consulting services to support the County's long-term decarbonization and energy planning initiatives. The original agreement was effective October 1, 2022, through July 31, 2024, with a not-to-exceed amount of $160,000.

In March 2025, the Board approved *Renewal and Amendment No. 1*, which revised Exhibit A-1, extended the agreement term through July 31, 2026, and increased the contract by $208,600, establishing a revised not-to-exceed amount of $368,600. Board direction further authorized staff to execute up to three future amendments, provided that such amendments did not: 1) materially change contractor responsibilities, 2) increase the contract by more than 10% ($36,860), and 3) increase the total not-to-exceed amount beyond $405,460. *Amendment No. 2* proposes to further extend the agreement through June 30, 2027, and revise Exhibit A-1 to expand consulting services to include renewable energy credit registration, submetering, LCFS research, grid support program evaluation, EV infrastructure support, financial analysis, decarbonization planning, and on-call technical assistance in support of County and NMC sustainability and decarbonization initiatives. Amendment No. 2 also increases the contract by $177,060, resulting in a new not-to-exceed total of $545,660.

Because the proposed amendment exceeds the maximum contract amount previously authorized under the Board's delegated authority, Board approval is required.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved the proposed amendment as to form.

FINANCING:
Approval of Amendment No. 2 will increase the contract by $177,060 for a total not-to-exceed contract maximum of $545,660. Funding is included in the FY 2025-26 adopted budget and FY 2026-27 Recommended budget, and has no budgetary impact at this time.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Climate action planning is essential to the health, safety, and long-term resilience of the County.

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy

Prepared by: Karina Bokanovich, Management Analyst
Reviewed by: Cora Panturad, Sustainability Program Manager
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Proposed Amendment 2
Revised Exhibit A1
Amendment 1 and Original agreement

County of Monterey

Board Report

Legistar File Number: A 26-218

Item No.34

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/28/2026

Current Status: General Government - Consent

Version: 1

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Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 2 to the Agreement with ARC Alternatives, for provision of continued energy analytics and consulting services, extending the term through to June 30, 2027, for a revised term of October 1, 2022 through June 30, 2027 revising Exhibit A-1, and increasing the contract amount by $177,060 for a revised contract maximum of $545,660.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the County Purchasing Agent or designee to execute Amendment No. 2 to the Agreement with ARC Alternatives, for provision of continued energy analytics and consulting services, extending the term through to June 30, 2027, for a revised term of October 1, 2022 through June 30, 2027 revising Exhibit A-1, and increasing the contract amount by $177,060 for a revised contract maximum of $545,660.

SUMMARY/DISCUSSION:

The County of Monterey entered into an agreement with ARC Alternatives to provide energy analytics and sustainability consulting services to support the County's long-term decarbonization and energy planning initiatives. The original agreement was effective October 1, 2022, through July 31, 2024, with a not-to-exceed amount of $160,000.

In March 2025, the Board approved *Renewal and Amendment No. 1*, which revised Exhibit A-1, extended the agreement term through July 31, 2026, and increased the contract by $208,600, establishing a revised not-to-exceed amount of $368,600. Board direction further authorized staff to execute up to three future amendments, provided that such amendments did not: 1) materially change contractor responsibilities, 2) increase the contract by more than 10% ($36,860), and 3) increase the total not-to-exceed amount beyond $405,460. *Amendment No. 2* proposes to further extend the agreement through June 30, 2027, and revise Exhibit A-1 to expand consulting services to include renewable energy credit registration, submetering, LCFS research, grid support program evaluation, EV infrastructure support, financial analysis, decarbonization planning, and on-call technical assistance in support of County and NMC sustainability and decarbonization initiatives. Amendment No. 2 also increases the contract by $177,060, resulting in a new not-to-exceed total of $545,660.

Because the proposed amendment exceeds the maximum contract amount previously authorized under the Board's delegated authority, Board approval is required.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved the proposed amendment as to form.

FINANCING:
Approval of Amendment No. 2 will increase the contract by $177,060 for a total not-to-exceed contract maximum of $545,660. Funding is included in the FY 2025-26 adopted budget and FY 2026-27 Recommended budget, and has no budgetary impact at this time.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Climate action planning is essential to the health, safety, and long-term resilience of the County.

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy

Prepared by: Karina Bokanovich, Management Analyst
Reviewed by: Cora Panturad, Sustainability Program Manager
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Proposed Amendment 2
Revised Exhibit A1
Amendment 1 and Original agreement

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ARC Alternatives

THIS AMENDMENT #2 is made to the PROFESSIONAL SERVICES AGREEMENT for energy analytics and energy consulting services by and between **ARC Alternatives**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the term of October 1, 2022 to July 31, 2024, for a total not to exceed contract amount of $160,000; and,

WHEREAS, the County and CONTRACTOR executed RENEWAL AND AMENDMENT No. 1 to the AGREEMENT, revising Exhibit A-1, extending the term through July 31, 2026, and increasing the agreement by $208,600 for a revised not-to-exceed contract amount of $368,600;

WHEREAS, the County and CONTRACTOR mutually desire to execute an AMENDMENT No. 2 to the AGREEMENT, revising Exhibits A-1 as attached hereto, extending the term through June 30, 2027, and increasing the agreement by $177,060 for a revised not-to-exceed contract amount to $545,660; and,

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

1. **Paragraph 2, "PAYMENTS BY THE COUNTY", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of $368,600" **and replacing it with** "The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of $545,660."

2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **10/01/2022 to 7/31/2026**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from **10/01/2022 to 6/30/27,** unless sooner terminated pursuant to the terms of this Agreement".

3. **Paragraph 4, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", shall be amended to the following:** *"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:* Revised Exhibit A-1

4. 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.

5. A copy of this AMENDMENT No. 2 shall be attached to AMENDMENT No. 1 and the original AGREEMENT dated October 1, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Printed Name and Title

Dated:

By:

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

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT-A1

To Agreement by and between
County Administrative Office, hereinafter referred to as "County"
AND
ARC Alternatives hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work and shall produce the specified deliverables, as set forth below:

- **Renewable Energy Credit Registration**
  ARC will gather data and register solar generators with the Western Renewable Energy Generation Information System (WREGIS) for Renewable Energy Eredits (RECs). This includes registration for both the Opterra-installed and Mynt-installed systems.

- **Submetering**
  Assist the County in establishing a methodology to bill the Courts for their electricity use based on kWh data collected at 15-minute intervals from a dedicated submeter at the County Civic Center. The approach shall be structured so that the Courts pay for their actual consumption without receiving the financial benefit of the on-site solar system, which is retained by the County.

- **LCFS Research**
  Research the California Low Carbon Fuel Standard (LCFS) program and its applicability to the County's electric vehicle charging infrastructure and other eligible low-carbon fuel activities; and, provide guidance for monetizing LCFS credits.

- **DSGS Program Support**
  Research the feasibility of enrolling the existing Mynt solar systems in the California Demand Side Grid Support (DSGS) program and/or a Virtual Power Plant (VPP) aggregation.

- **Other EV Support**
  Provide as-needed support for the County's broader electric vehicle infrastructure efforts, including policy input, analysis, and technical assessments.

- **Sheriff's Department Financial Analysis**
  Review utility bill savings and financial impact of the solar system installed by Mynt at the Monterey County Sheriff's Office.

- **Decarbonization Work:**
  Incorporate additional sites into previously developed Decarbonization Framework. Activities to include collecting utility data, site visits, and identification of carbon reduction strategies for these additional sites.

- **On-call support**
  Provide support on an on-call basis for sustainable energy-related work, including but not limited to solar, battery storage, EV charging, and energy efficiency planning and implementation.

- **On-call Natividad Medical Center (NMC) support**
  Provide support on an on-call basis for sustainable energy-related work, including but not limited to solar, battery storage, EV charging, and energy efficiency planning and implementation for Natividad Medical Center on County collaborative projects.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $177,060 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 following rates or in accordance with the following terms:

1.	**Opterra Purchase Order**	**Cost**
1.1	Renewable Energy Credit Registration	$16,810
1.2	Submetering	
1.3	LCFS Research	
2.	**Outside Opterra Purchase Order**	
2.1	DSGS Program Support	$ 10,250
2.2	Other EV Support	
2.3	Sheriff's Department Financial Analysis	
2.4	Decarbonization Work	$50,000
2.4	On-call Support	$50,000
3.	On-Call NMC Engineering Support	
3.1	Engineering and Analysis	$50,000
	TOTAL COST	**$177,060**

Services provided under this Agreement are limited to the tasks and deliverables expressly described in this Exhibit A1.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at Policies and Procedures | Monterey County, CA. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Arc Alternatives ,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

1) Develop a County-Wide Decarbonization Framework for our County facilities
2) Conduct an Infrastructure Inventory to prioritize decarbonization of our building assets

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:$ 160000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 10/1/2022 **to** 7/31/2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other: NA

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Ashley Paulsworth, Sustainability Program Manager	Russell Driver, Principal
Name and Title	Name and Title
168 W. Alisal St., Salinas CA, 93901	144 Donald Dr., Moraga, CA, 94556
Address	Address
(831) 755-5344	415-420-5725
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas 4DEC1176E799451...
Contracts/Purchasing Officer

Date: 10/28/2022 | 8:18 AM PDT

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Shane Strong F631FE484254499...
County Counsel

Date: 10/27/2022 | 5:35 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 10/28/2022 | 8:14 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Arc Alternatives
Contractor's Business Name*

By: DocuSigned by: Russell Driver 9CBF1B1AEA9F4CC...
(Signature of Chair, President, or Vice-President) *

President
Name and Title

Date: 10/24/2022 | 1:56 PM PDT

By: DocuSigned by: Andrew D. Mason 15B72B3E7456463...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Cheif Financial Officer
Name and Title

Date: 10/25/2022 | 3:21 PM PDT

County Board of Supervisors' Agreement Number:_____, approved on (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.

[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 paragraphs 8 or 9

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AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & ARC Alternatives

THIS AMENDMENT is made to the AGREEMENT for Energy Analytics and Energy Consulting Services by and between **ARC Alternatives,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

1. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from _10/1/2022__ to _7/31/2024__, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from _10/1/2022__ to _7/31/2026__, unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $160,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $368,600.00*"

3. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.

4. 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.

5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on October 28, 2022.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson PhD
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 5/1/2025 | 5:05 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Dated: 2/19/2025 | 4:26 PM PST

Approved as to Liability Provisions:

Signed by:
David Bolton
68FDC283FF0243C...
Risk Management

Dated: 2/19/2025 | 10:42 AM PST

Approved as to Form:

Signed by:
Michael Whilden
0F98C5BE9B6F476...
Deputy County Counsel

Dated: 2/6/2025 | 8:31 AM PST

CONTRACTOR

By: _____
Signature of Chair, President, or
Vice-President

Russell Driver, President
Printed Name and Title

Dated: 1/8/2025

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

Andrew D. Meiman, CFO
Printed Name and Title

Dated: 1/8/2025

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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EXHIBIT-A1

To Agreement by and between
[County Administrative Office], hereinafter referred to as "County"
AND
[ARC Alternatives], hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Amend "Task 2 Infrastructure Inventory Prioritization" to include

- Conduct walk-through level audits of five facilities totaling approximately 900,000 square feet floor space at 5 facilities.
- Gather system configurations, nameplate data and photos (as allowed in secure facilities) of a representative sampling of equipment. Focus on HVAC systems, energy efficiency project potential and electrification opportunities. The only exclusion is lighting at Natividad Medical Center, which has already been audited.
- Organize and document data for use in Decarbonization Grant; provide courtesy copy to CCEW.
- Lead Author to write report incorporating completed infrastructure inventory and strategic prioritization into the Decarbonization Framework (Draft and Final).

Add new "Task 5 On-call Energy Consulting" to include, as needed:

- Energy Asset and/or PPA Procurement Support
  - Vendor outreach prior to release of procurement documents
  - Develop scope document describing the solar projects: system sizes, locations, production targets, and POCs
  - Develop bid sheets for proposers to use in their responses
  - Create streamlined instructions to proposers
  - Develop proposal evaluation criteria, weighting, and scoring rubric for use by ARC and County staff on evaluation committee
  - Evaluate proposals
  - Document proposal evaluation results and contractor selection (memo, presentation)
  - Support contract negotiations
- Electric Vehicle (EV) Charging Infrastructure analysis and planning

- Fleet Electrification analysis and planning
- Legacy solar system performance and economic analysis
- Utility analysis

Add new "Task 7 ENGIE Solar Verification" to include

- Project management support
  - Attend project meetings
  - Review contractor schedules
  - Review contractor submittals
  - Assess contractor change orders
- Design review
  - Review contractor design packages
  - Document design review comments and share with contractor
  - Update system savings models to reflect final system designs
- Commissioning and system performance verification
  - Review and approve contractor testing plans
  - Confirm testing documentation is complete and reflects successful testing program
  - Validate system production during "proving period" and document findings
  - Identify and confirm any utility rate switches have been implemented
- Project Close-out
  - Support project close-out, including any required document review
  - Ensure County has all necessary project documentation

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $368,600 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 following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Docusign Envelope ID: 39F1E11B-30C4-47B1-81A1-E8486DA52A06
Docusign Envelope ID: 5BACA758-5D8A-41F8-9F6E-7D376FBC1409

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: 39F1E11B-30C4-47B1-81A1-E8486DA52A06

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16062 ; Amendment No.: 1
a. Approve and authorize the Contracts Purchasing Officer, or designee, to sign a Renewal and Amendment #1 to an Agreement with ARC Alternatives to provide energy engineering, auditing, and verification services extending the term by two years, for a new term retroactive to October 1, 2022 through July 31, 2026, and increasing the total contract amount by $208,600 for a new not to exceed total contract amount $368,600; and
b. Authorize the County Administrative Officer, or designee, to sign up to three future amendments to this amended agreement where the amendments do not significantly change the responsibilities of the parties, do not cause an increase of more than 10% ($36,860) of the contract amount and do not increase the total contract amount above $405,460.

PASSED AND ADOPTED on this 11th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 11, 2025.

Dated: March 12, 2025
File ID: A 25-043
Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 39F1E11B-30C4-47B1-81A1-E8486DA52A06

Introduced: 2/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Contracts Purchasing Officer, or designee, to sign a Renewal and Amendment #1 to an Agreement with ARC Alternatives to provide energy engineering, auditing, and verification services extending the term by two years, for a new term retroactive to October 1, 2022 through July 31, 2026, and increasing the total contract amount by $208,600 for a new not to exceed total contract amount $368,600; and
b. Authorize the County Administrative Officer, or designee, to sign up to three future amendments to this amended agreement where the amendments do not significantly change the responsibilities of the parties, do not cause an increase of more than 10% ($36,860) of the contract amount and do not increase the total contract amount above $405,460.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts Purchasing Officer, or designee, to sign a Renewal and Amendment #1 to an Agreement with ARC Alternatives to provide energy engineering, auditing, and verification services extending the term by two years, for a new term retroactive to October 1, 2022 through July 31, 2026, and increasing the total contract amount by $208,600 for a new not to exceed total contract amount $368,600; and
b. Authorize the County Administrative Officer, or designee, to sign up to three future amendments to this amended agreement where the amendments do not significantly change the responsibilities of the parties, do not cause an increase of more than 10% ($36,860) of the contract amount and do not increase the total contract amount above $405,460.

SUMMARY:

Staff recommends that the Board of Supervisors authorize the Contracts Purchasing Officer, or designee, to sign a renewal and Amendment #1 with ARC Alternatives to continue to serve the County as on-call renewable energy experts. This amendment will augment the agreement amount by $208,600 and will be retroactive from October 1, 2022, through July 31, 2026. The augmented scope includes continuing to develop the County's Decarbonization Framework through the Central Coast Community Energy Member Agency Planning, Implementation, and Innovation Grant Program grant award that the Board accepted on July 12, 2022, $50,000 for on-call energy services allocated to the Sustainability Program during the FY 2024-25 Budget Process, $80,023 for verification services of the Board approved solar projects at Natividad Medical Center, 1590 Moffett Street, and 168 & 142 W. Alisal Street, and an invoice for $9,800 to be paid by Natividad Medical Center for a verification analysis of the PG&E On-Bill Finance program that is currently being implemented by EcoGreen Solutions. The agreement is retroactive to cover the outstanding invoices that ARC Alternatives has performed for the County. The agreement lapsed on July 31, 2024, because staff

were not expecting to need Board authorization for the extension and amendment but were required to seek Board approval due to the contract amount exceeding $200,000.

DISCUSSION:
Since the original agreement was signed with ARC Alternatives (ARC), the contractor and Sustainability Program have made significant progress on the Decarbonization Framework scope of work through the Central Coast Community Energy Member Agency Planning, Implementation, and Innovation Grant Program. The Sustainability Program, ARC, and San Joaquin Valley Clean Energy Organization have performed audits of nearly all owned County facilities and ARC is undertaking their facilities analysis. ARC has represented the County for six solar energy and battery storage projects and performed verification services for the Natividad Medical Center On-Bill Finance project to ensure that the project met County interests. ARC will provide additional verification services for the Board approved solar projects at Natividad Medical Center, 1590 Moffett Street, and 168 & 142 W. Alisal Street, to ensure that pricing, scheduling, and engineering decisions best suite County interests. With this amendment and renewal, ARC will continue to be an asset for the County as it advances renewable energy, electric vehicle charging, energy efficiency, and other complex sustainability initiatives requiring engineering expertise.

OTHER AGENCY INVOLVEMENT:
Staff have collaborated with Natividad Medical Center to enable ARC Alternatives to provide a verification analysis of PG&E's On-Bill Financing Program that will be paid for as part of this augmentation. County Counsel has approved as to form.

FINANCING:
This item does not require budgetary action at this time because the Board has already allocated $50,000 as part of the FY 2024-25 Budget Process and the $80,023 for verification of the solar projects approved by the Board on December 3, 2024, at Natividad Medical Center, 1590 Moffett Street, and 168 & 142 W. Alisal Street has been allocated to fund (404-3200-PFP057-8564). Additional funding has been provided for this contract in the form of a grant by Central Coast Community Energy for $150,000 that was accepted by the Board on July 26, 2022. Remaining costs associated with this contract include $9,800 that will be paid by Natividad Medical Center and $78,776 that was paid in FY23-24 using salary savings and operating budget for the Sustainability Program for the review of ongoing solar projects an increased grant scope. Accounting for these previous costs and funding sources brings the contract with this amendment to a total of $368,000.

Prepared by: Cora Panturad, Sustainability Program Manager (Interim), ext. 5338

Approved by: Nick Chiulos, Chief Assistant County Administrative Officer, ext. 5145

Attachments: ARC Alternatives Amendment #1; Exhibit-A1; ARC Alternatives Standard Agreement

Introduced: 5/28/2026

Current Status: General Government - Consent

Version: 2

Matter Type: BoS Agreement

Approve and authorize the Contracts Purchasing Agent or designee to execute a Non-Standard Agreement with Speed Charge Services LLC, for ongoing operational support of Electric Vehicle charging equipment, effective June 9, 2026 through June 9, 2027 for a total cost not to exceed $18,360.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts Purchasing Agent or designee to execute a Non-Standard Agreement with Speed Charge Services LLC, for ongoing operational support of Electric Vehicle charging equipment, effective June 9, 2026 through June 9, 2027 for a total cost not to exceed $18,360.

SUMMARY:

The County owns electric vehicle (EV) charging equipment manufactured by FreeWire Technologies. Speed Charge Services LLC, FreeWire's affiliated service provider, is the sole provider authorized to perform the specialized operational support and maintenance services required to maintain functionality of the charging equipment.
The proposed agreement provides critical services including remote diagnostics, software updates, cellular connectivity management, platform access, and repair support necessary to ensure the safe and reliable operation of the County's EV charging infrastructure.

DISCUSSION:

The proposed Non-Standard Agreement establishes Speed Charge Services LLC's responsibilities for providing operational support services for County-owned FreeWire EV charging equipment. Services include remote diagnostics, cellular connectivity management, AMP Essentials platform access, required software updates, and repair support. Continuous cellular connectivity is required to maintain charger functionality and system monitoring capabilities.

Speed Charge Services LLC is the sole qualified provider authorized to service and maintain the County's FreeWire charging equipment. Approval of this agreement is necessary to ensure continuity of operations, maintain equipment safety and reliability, and minimize the risk of service disruption or system failure.

The agreement term is for twelve (12) months, from June 9, 2026 through June 9, 2027. The agreement establishes a monthly service cost of $765 per charger, in addition to potential charges for replacement parts, repair labor, on-site field service, and shipping, as needed. This monthly fee is

taken into account for the $.7524/kwh cost to use these chargers as discussed in the attached EV Charging Implementation Memo.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Risk Management has reviewed the proposed agreement.

FINANCING:
Funding is included in the FY 2025-26 adopted budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Climate action planning is essential to the health, safety, and long-term resilience of the County.

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Karina Bokanovich, Management Analyst
Reviewed by: Cora Panturad, Sustainability Program Manager
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Non-Standard Agreement
EV Charging Implementation Memo

County of Monterey

Board Report

Legistar File Number: A 26-219

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 5/28/2026
Version: 2

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the County Purchasing Agent or designee to execute a Non-Standard Agreement with Speed Charge Services LLC, for ongoing operational support of Electric Vehicle charging equipment, effective June 9, 2026 through June 9, 2027

RECOMMENDATION:
It is recommended that the Board of Supervisors approve and authorize the County Purchasing Agent or designee to execute a Non-Standard Agreement with Speed Charge Services LLC, for ongoing operational support of Electric Vehicle charging equipment, effective June 9, 2026 through June 9, 2027.

SUMMARY:
The County owns electric vehicle (EV) charging equipment manufactured by FreeWire Technologies. Speed Charge Services LLC, FreeWire's affiliated service provider, is the sole provider authorized to perform the specialized operational support and maintenance services required to maintain functionality of the charging equipment.
The proposed agreement provides critical services including remote diagnostics, software updates, cellular connectivity management, platform access, and repair support necessary to ensure the safe and reliable operation of the County's EV charging infrastructure

DISCUSSION:
The proposed Non-Standard Agreement establishes Speed Charge Services LLC's responsibilities for providing operational support services for County-owned FreeWire EV charging equipment. Services include remote diagnostics, cellular connectivity management, AMP Essentials platform access, required software updates, and repair support. Continuous cellular connectivity is required to maintain charger functionality and system monitoring capabilities.

Speed Charge Services LLC is the sole qualified provider authorized to service and maintain the County's FreeWire charging equipment. Approval of this agreement is necessary to ensure continuity of operations, maintain equipment safety and reliability, and minimize the risk of service disruption or system failure.

The agreement term is for twelve (12) months, from June 9, 2026 through June 9, 2027. The agreement establishes a monthly service cost of $765 per charger, in addition to potential charges for replacement parts, repair labor, on-site field service, and shipping, as needed. This monthly fee is taken into account for the $.7524/kwh cost to use these chargers as discussed in the attached EV Charging Implementation Memo.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Risk Management has reviewed the proposed agreement.

FINANCING:
Funding is included in the FY 2025-26 adopted budget and FY 2026-27 Recommended budget, and has no budgetary impact at this time.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Climate action planning is essential to the health, safety, and long-term resilience of the County.

Prepared by: Karina Bokanovich, Management Analyst
Reviewed by: Cora Panturad, Sustainability Program Manager
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Non-Standard Agreement
EV Charging Implementation Memo

SERVICE CONTINUITY AGREEMENT

This Service Continuity Agreement (this "**Agreement**"), dated as of ____June 9, 2026____, is entered into by and between Speed Charge Services, LLC, a Delaware limited liability company with an address at 2200 Abbott Drive, Carter Lake, IA 51510 ("**Speed Charge**"), and the customer whose title and corporate information appear on the signature page hereto ("**Customer**"). Each of Speed Charge and Customer may be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Customer purchased certain equipment ("**Equipment**") from FreeWire Technologies, Inc. ("**FreeWire**"), an affiliate of Speed Charge; and

WHEREAS, to support continued Equipment operation, Speed Charge has offered to provide essential software, telematics, monitoring, field support and repair services to Customer pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. During the Term (as defined below), Speed Charge shall provide Customer the services described in this Section 1 for installed Equipment (collectively, the "**Services**"). Speed Charge has no obligations with respect to Equipment except as set forth in this Section 1.

   a. **Field Service**. Speed Charge shall provide remote support, including related to diagnostic assessments of Equipment to identify and analyze malfunctions, replacement of components, part commissioning, troubleshooting and manually resetting Equipment, for Customer's on-site technicians in the field. Subject to Section 2(b)(ii), Speed Charge may also offer in-person field support.

   b. **AMP**. For each piece of Equipment, Speed Charge will provide Customer with one subscription to the Asset Management Platform ("**AMP**") Essentials tier for such covered Equipment. AMP is made available subject to the AMP Terms of Service provided to Customer (the "**AMPTOS**"). Except as expressly set forth in the AMPTOS, Speed Charge disclaims any and all warranties pertaining to AMP, including any warranty of fitness for particular purpose, merchantability, noninfringement, compliance or performance.

   c. **Cellular Connectivity**.

      i. **Generally**. Speed Charge will provide, pay for and administrate the account provided by a provider of cellular connectivity services associated with Equipment's cellular connectivity. Speed Charge has no responsibility for or liability to Customer for any malfunction or downtime of any cellular account, nor for any performance failures or downtimes of Equipment or the reporting platform associated therewith.

      ii. **Conditions**. As a condition to the Services, during the Term, Equipment must have continuous cellular connectivity (and cellular signal strength must be sufficiently strong). If, at any time during the Term, Equipment loses connectivity for more than seven consecutive days, Speed Charge's obligations hereunder will be suspended until connectivity is restored. Any such suspension does not extend the Term. Speed Charge will make commercially reasonable efforts to provide Customer with prior notice of any such suspension.

   d. **Updates**. Speed Charge may from time to time develop patches, bug fixes, updates, upgrades and other modifications to any software, application program interface, documentation or data related thereto or embedded therein onboard Equipment ("**Updates**"). Customer consents to these Updates, which may be automatically installed without providing any additional notice to or requiring any further action of Customer. Speed Charge will provide reasonable notice of such Updates unless they are made on

an emergency basis, in which case Speed Charge will communicate with Customer about those Updates as soon as commercially practicable. Updates will not diminish or limit pre-existing functionality unless Speed Charge deems installing such Updates reasonably necessary to address an emergency. New features released in Updates, including enhancements to pre-existing features, may be subject to additional legal provisions. Customer's interference with, or prevention of, the installation of any Update shall suspend any Services covering affected Equipment at that time; provided that the Services may be re-instituted when such relevant Updates are installed.

e. **Equipment Repair**. Subject to Section 2(b)(iii), Speed Charge may provide repair services for Equipment (or components thereof) as requested by Customer. Speed Charge reserves the right to reject any requests from Customer for repair services in its sole and reasonable discretion.

f. **Labor and Parts**. Subject to Section 2(b), Speed Charge shall provide labor and parts necessary for Speed Charge to complete the Services. Any part, including batteries, replaced pursuant to this Agreement may be new or factory refurbished such that it operates at a level appropriate to its age and utilization.

2. **Fees**.

a. **Monthly Fee**. During the Term, Customer shall pay Speed Charge a monthly fee of $765 per piece of Equipment for the Services. Such fee shall be due before the first of each month during the Term.

b. **Additional Fees**. During the Term, Customer shall pay Speed Charge the fees in this Section 2(b) as necessary in connection with Speed Charge's performance of the Services. Such fees shall be charged per each piece of Equipment, and shall be due within 30 days of receipt of written invoice therefor.

i. **Parts**. Customer shall pay Speed Charge all fees related to any necessary parts related to the Services, including any costs required to ship and deliver such parts to Speed Charge or to the relevant Customer location.

ii. **On-Site Technicians**. For additional fees (including fees for reasonable travel costs and related expenses) as agreed to between Speed Charge and Customer, Speed Charge may offer in-person field support. After hours (*i.e.*, 4 a.m. – 7:59 a.m. and 5 p.m. – 10 p.m.), holiday and weekend support may be subject to increased fees.

iii. **Repair Services**. Customer shall pay Speed Charge all fees, including for any necessary parts (pursuant to Section 2(b)(i)) and labor, related to repair services provided to Customer pursuant to Section 1(e). Such fees shall be agreed to by Speed Charge and Customer before such services are provided. Customer shall also be responsible for the cost of shipping any Equipment for repairs to Speed Charge.

c. **Disclaimer**. Customer acknowledges that certain Equipment-related issues may require multiple support sessions, and Customer shall pay the applicable fees outlined in this Section 2 for each such session.

d. **Late Payments**. Late payments will be subject to a servicing fee of 1.5% per month, or the greatest interest rate allowable by applicable law, if such rate is lower. Customer shall pay to Speed Charge all reasonable attorneys' fees, costs and expenses actually incurred in connection with collection of amounts due to Speed Charge hereunder. No amounts will be set off or withheld from amounts due hereunder for any reason.

3. **Equipment Restrictions**. Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or

underlying structure, ideas or algorithms of Equipment, or any software, application program interface, documentation or data related thereto or embedded therein ("**Software"**; Software together with Equipment, "**Technology**"); (b) modify, translate or create derivative works based on Equipment; (c) remove any product identification or notices of any proprietary or copyright restrictions from Equipment or any support material; (d) list or otherwise display or copy any object code of Equipment; (e) use Equipment for any purpose other than that for which it was designed; (f) repair, maintain or service Equipment in any way other than as set forth in provided documentation; (g) use Equipment other than in accordance with this Agreement and any other documentation or instructions (whether written or oral) provided by FreeWire or Speed Charge to Customer in connection with Equipment; and (h) use Equipment other than in compliance with all applicable laws and regulations. Additionally, Equipment is not intended for use as a primary or backup power source for infrastructure facilities, life-support systems, medical equipment or any other use where product failure could lead to injury to persons, loss of life or catastrophic property damage. Speed Charge disclaims any and all liability arising from any such use of Equipment. Further, Speed Charge reserves the right to refuse to service any Equipment used for these purposes and disclaims any and all liability arising from Speed Charge's service or refusal to service Equipment in such circumstances.

4. **Emergency Access**. Notwithstanding anything herein to the contrary, if in Speed Charge's objectively reasonable judgment, any Equipment will undergo or has undergone damage that cannot be repaired in the field, Speed Charge may enter Customer's premises to perform emergency repairs or to remove the applicable Equipment (or any part or component thereof), subject to all other provisions hereof. Customer will offer all reasonably requested assistance to Speed Charge in connection therewith.

5. **Third Party Providers**. Speed Charge is not a provider of cellular connectivity or payment processing and Speed Charge is not an Electric Vehicle Service Provider ("**EVSP**"). If Customer wishes to utilize payment processing or an EVSP network with Equipment, Customer must enter into agreements with providers therefor. Equipment is only compatible with certain payment processors and EVSPs. Notwithstanding anything herein to the contrary, Speed Charge disclaims any and all representations and warranties arising from or related to cellular providers, EVSPs and payment providers, including any warranties of merchantability, fitness for particular purpose or noninfringement, and Speed Charge disclaims, and Customer acknowledges such disclaimer, any liability arising from or relating to any of the foregoing, including any lost business, lost profits or business interruption.

6. **Intellectual Property and Data**. Speed Charge and its licensors retain all right and title to, in and under the intellectual property, industrial and other proprietary rights in the Technology, including any improvements or derivative works thereof. Customer acknowledges and consents to Speed Charge's monitoring and collection of Charger Data (as defined below) by means of the Technology. Customer hereby provides a license to Speed Charge to utilize Charger Data to enable functionality provided by AMP subject to all applicable provisions of the AMPTOS. Additionally, Customer hereby grants to Speed Charge a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive license: (a) to make internal use of Charger Data and to create or modify aggregated, anonymized Charger Data which does not identify Customer or any end users of the Technology ("**Aggregated Anonymous Data**"), and to disclose, use and/or share the Aggregated Anonymous Data for any lawful purpose; and (b) in the content of all communications, feedback and communications provided by Customer to Speed Charge, directly or indirectly, whether in written or oral form: (i) to incorporate into, utilize in or with any Equipment or upgrades or modifications thereto, or any other services of Speed Charge; and (ii) for any other lawful purpose. Except as otherwise expressly set forth herein, Charger Data is Customer's property. If Customer uses the Technology with confidential, proprietary or otherwise non-public vehicles ("**Test Vehicles**"), Customer will inform Speed Charge and Speed Charge will treat any information it receives pertaining to Test Vehicles as the Confidential Information of Customer in accordance with Section 14. "**Charger Data**" means information generated by Equipment pertaining to (A) safety and performance of Equipment (such as internal temperature sensors), and (B) charging sessions, including initial vehicle state of charge, duration of charging sessions and kW and kWh dispensed during charging sessions. Charger Data does not include

personal information. Handling of relevant personal information is the responsibility of Customer and the relevant EVSP and payment processor, to the extent applicable, as all such information is encrypted and transmitted by Equipment directly to such parties without the inclusion of Speed Charge, which does not process, capture or store such information.

7. **Term**. The Agreement shall commence on June 9, 2026 and shall remain in effect for a period of 12 months thereafter, unless earlier terminated as set forth herein (such effectiveness period, the "**Initial Term**"). Upon expiration of the Initial Term, Speed Charge may, in its sole and reasonable discretion, offer to renew the Agreement for a period determined by Speed Charge (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Any Renewal Term shall be effective upon mutual agreement of the Parties.

8. **Termination and Suspension**.

   a. **Termination For Convenience**. Speed Charge may terminate this Agreement upon 60 days' prior written notice to Customer for any reason.

   b. **Termination For Cause**. Speed Charge may terminate this Agreement upon 30 days' written notice if Customer materially breaches a material provision hereof and does not cure such failure during the notice period.

   c. **Suspension**. Speed Charge may immediately suspend the Services at any time if Customer fails to make payments when due. This Section 8(c) does not limit any of Speed Charge's other rights or remedies, whether at law, in equity or under this Agreement.

   d. **Effects of Termination**. Upon termination of this Agreement for any reason, Customer will pay Speed Charge any outstanding amounts due hereunder within 30 days after the effective date of such termination. Provisions of this Agreement that are intended to, or by their nature should, apply beyond the term of this Agreement, will remain in force after any termination or expiration of this Agreement, provided that the following will terminate and be of no further force or effect to the fullest extent of applicable law: (i) any of Speed Charge's Services-related obligations; (ii) any of Speed Charge's indemnity obligations; and (iii) Customer's access to AMP.

9. **Representations and Warranties**.

   a. **Mutual**. Each Party hereby represents and warrants to the other Party that: (i) it has the right and authority to enter this Agreement and perform as contemplated hereunder; (ii) it shall comply with all applicable law in connection with the performance of its obligations hereunder; (iii) as of the date hereof, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (iv) when executed, this Agreement will be binding upon such Party.

   b. **Disclaimer**. SPEED CHARGE DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. SUCH FOREGOING DISCLAIMER APPLIES TO, WITHOUT LIMITATION: ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES PERTAINING TO USE, QUALITY, ACCURACY, AVAILABILITY, UPTIME, NON-INFRINGEMENT, COMPLIANCE WITH ANY LAW, REGULATION OR STANDARD; AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. **Indemnity**.

   a. **By Customer**. Customer will indemnify, defend and hold harmless Speed Charge, including its and its employees, officers, directors and permitted successors and assigns,

from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third-party claim, action or proceeding (each, a "**Claim**") pertaining to: (i) Customer's gross negligence, willful misconduct or violation of any applicable law, rule or regulation; (ii) damage to tangible property, personal injury or death arising from or related to Customer's use of Equipment in violation of this Agreement or any specifications or instructions provided by FreeWire or Speed Charge to Customer in connection therewith (including any installation guide, user manual or other applicable documentation), or Customer's modification of or other alteration to Equipment without Speed Charge's express written instruction or consent; or (iii) Customer's actual or alleged breach of this Agreement.

b. **By Speed Charge**. Speed Charge will indemnify, defend and hold harmless Customer and its employees, officers, directors and permitted successors and assigns from and against any and all Losses incurred in connection with any Claim pertaining to Speed Charge's gross negligence or willful misconduct.

11. **Limitation of Liability**. **IN NO EVENT WILL SPEED CHARGE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SPEED CHARGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL SPEED CHARGE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SPEED CHARGE FOR THE SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT**.

12. **Insurance**. During the Term, Speed Charge shall maintain such types and levels of insurance that are required by law and that Speed Charge otherwise deems appropriate and customary for agreements of a nature similar to the one described herein.

13. **Assignment**. No right or obligation of Customer under the Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Speed Charge. Any attempted or purported assignment in violation of this Section 13 shall be null and void *ab initio*. Any change in control of Customer, whether by way of merger, acquisition, reorganization or otherwise, shall be deemed an assignment for the purposes of this Section 13. Subject to the provisions of this Section 13, the Agreement shall bind each Party and its permitted successors and assigns. The Agreement is for the sole benefit of the Parties and there are no third-party beneficiaries hereto.

14. **Confidentiality**.

a. **Definition**. "**Confidential Information**" means any non-public information disclosed by a Party (including such Party's personnel and agents, together as "**Discloser**") to the other Party (including such Party's personnel and agents, together as "**Recipient**") hereunder, either directly or indirectly, whether disclosed orally, in writing or otherwise. Confidential Information includes all non-public information relating to Equipment, FreeWire's software and technology and/or FreeWire's or Speed Charge's business.

b. **Duty of Confidentiality**. Recipient shall not, during or subsequent to the Term, use Discloser's Confidential Information for any purpose other than in furtherance of the Agreement and the activities described therein or disclose such Confidential Information

to any third party except as otherwise permitted hereunder. Recipient may disclose Confidential Information of Discloser only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by Recipient for its own Confidential Information. Recipient shall maintain Confidential Information of Discloser with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Recipient shall promptly advise Discloser in writing of any misappropriation or misuse of Discloser's Confidential Information of which Recipient becomes aware.

c. **Exceptions**. The obligations in this Section 14 shall not prevent Recipient from disclosing Confidential Information of Discloser to the extent required by a judicial order or other legal obligation, provided that, in such event, Recipient shall promptly notify Discloser to allow intervention (and shall cooperate with Discloser) to contest or minimize the scope of the disclosure (including application for a protective order). Each Party may disclose the terms and conditions of the Agreement as required by applicable securities laws, including requirements to file a copy of the Agreement (redacted to the extent reasonably permitted by applicable law), or to disclose information regarding the provisions hereof or performance hereunder, to applicable regulatory authorities. Further, each Party may disclose the provisions of the Agreement: (i) in confidence, to legal counsel; (ii) in confidence, to accountants, banks and financing sources and their advisors; and (iii) in connection with the enforcement of the Agreement or any rights hereunder, provided that, in each case, Recipient remains responsible for such third parties' compliance with the confidentiality obligations hereunder. Confidential Information does not include information which: (A) is already known to Recipient at the time of disclosure; (B) becomes publicly known and made generally available through no breach hereof or wrongful act or inaction of Recipient; (C) is rightfully received by Recipient from a third party without a duty of confidentiality; (D) is authorized for disclosure by Discloser prior to such applicable disclosure; and/or (E) is independently developed by Recipient without reliance on Discloser's Confidential Information.

d. **Return of Materials**. Upon termination of the Agreement, or upon Discloser's earlier request, each Party (as Recipient) shall deliver to Discloser or destroy all of Discloser's Confidential Information embodied in tangible (including electronic) form, and certify in writing to Discloser that all such Confidential Information has been returned or destroyed. The provisions of this Section 14(d) shall not apply to Confidential Information incidentally stored in a Party's automated back-up systems, provided that such Confidential Information be held in accordance with the provisions of this Agreement and will be deleted pursuant to the applicable policies governing such systems.

15. **No Publicity**. Without limiting Section 14, Customer shall not, without Speed Charge's prior written approval on a case-by-case basis, which may be withheld in Speed Charge's sole discretion: (a) make any media releases, public announcements or public disclosures relating to the Agreement or the subject matter hereof; (b) use the Agreement as a case study or illustrative engagement in a non-public communication to another company, potential customer or trade association; or (c) make any use or proposed use of Speed Charge's or FreeWire's names or trademarks, service marks or logos (together as "**Marks**"), including in promotional or marketing material. To the extent Customer uses Marks, all goodwill arising from or related to such use will inure to the sole and exclusive benefit of the owner of such Marks.

Additionally, Customer shall strictly comply with all brand guidelines provided by Speed Charge to Customer in connection with Customer's use of Marks.

16. **Enforcement**. Each Party acknowledges that the other Party may suffer irreparable damage in the event of any material breach of Sections 14 and 15. Accordingly, in such an event, a Party will be entitled to seek preliminary and final injunctive relief before any competent tribunal, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach such provisions.

17. **Waiver**. The failure of either Party to enforce at any time, or for any period of time, any of the provisions of the Agreement shall not constitute a waiver of such provisions or the right of either Party to enforce each and every provision on any future occasion.

18. **Notice**. Any notice or communication permitted or required by the Agreement shall be deemed effective (a) when personally delivered, (b) three days after it is deposited registered or certified in the United States mail or deposited guaranteed delivery with a courier such as FedEx or UPS, or (c) on the day after such notice is sent via electronic mail (provided that the sender does not have any reason to believe such applicable transmission failed), in each case to the appropriate address as set forth herein. The Parties may change their notice address by notice given pursuant to this Section 18.

19. **Force Majeure**. Any delays in, or failure of, performance or delivery by either Party shall not constitute default or give rise to any claims for damages, if and to the extent caused by acts of God; acts, rules or regulations of any governmental authority; strikes or other concerted acts of workers; fires, floods, storms, accidents, earthquakes, tidal waves or other natural disasters; epidemics, war, riots, rebellions, sabotages or insurrections; or any other similar circumstances beyond a Party's reasonable control.

20. **Governing Law; Forum**. This Agreement (including all matters arising out of or relating hereto) is governed by and shall be construed in accordance with the internal laws of the State of Iowa, without reference to any conflict of law doctrine, as if executed and fully performed therein. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration will take place in Carter Lake, Iowa in the United States; provided that the Parties may agree to telepresence. Notwithstanding the foregoing, the Parties may seek equitable remedies for violations of the intellectual property and proprietary rights and licenses set forth herein, and the Parties irrevocably agree that any such dispute, action or proceeding pertaining thereto must be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in Pottawattamie County, Iowa. Any legal action or proceeding with respect to or arising out of this Agreement that is not subject to the foregoing provisions shall be tried and litigated exclusively in the State and Federal courts located in the County of Pottawattamie, State of Iowa. Each Party irrevocably submits to the forum selection requirements set forth herein and waives any and all objection thereto, including any objection of forum *non conveniens*. EACH PARTY WAIVES TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED UNDER THE LAW.

21. **Entire Agreement**. The Agreement constitutes the entire agreement between Speed Charge and Customer with regard to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, whether written or oral. Further, except as expressly provided herein, this Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, whether written or oral, between FreeWire and Customer related to Equipment, including FreeWire's Standard Limited Warranty and any agreement related to the purchase by Customer of Equipment. This Agreement will not be modified other than in a writing that specifies it is an amendment to the Agreement and which is duly executed by an authorized representative of each of the Parties. No

click-wrap, click-through, browse wrap or similar agreements or any course of dealing shall supersede or have any binding effect on this Agreement.

22. **Interpretation**. Section headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. The construction hereof shall not take into consideration the Party or Party representative who drafted any portion of the Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter. Whenever the words "include," "includes" or "including" are used, they are deemed to be followed by the words "without limitation". The word "or" is not exclusive but shall mean "and/or". The words "herein," "hereof" and similar words refer to the Agreement as a whole.

23. **Independent Contractors**. Speed Charge and Customer are independent contractors. Nothing herein creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party may contract for or bind the other Party in any manner whatsoever.

24. **Severability**. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. To the greatest extent possible, any invalid provision shall be automatically deemed modified to the least extent necessary to render it a valid provision which most closely approximates the intent and effect of the invalid provision and, together with all other provisions of the Agreement, shall continue in full force and effect.

25. **Counterparts**. The Agreement may be executed in any number of counterparts (including by electronic signature), each of which will be deemed to be an original and which taken together will be deemed to be one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SPEED CHARGE SERVICES, LLC		**Customer**	
Signature:	Violet Do	Signature:	
Name:	Violet Do	Name:	
Title:	Customer Support and Implementation Manager	Title:	
Date:	05/27/26	Date:	

Accounts Payable Contact
Attention:

Email:

Address:

Phone:

Memorandum

To: Cora Panturad, Sustainability Program Manager, Monterey County

From: Elizabeth McDonough, Project Manager, ARC Alternatives

CC: Russell Driver, Principal, ARC Alternatives

Date: March 16th, 2026

Re: **Monterey County EV Charging Implementation Considerations**

Introduction

The purpose of this memorandum is to summarize ARC's findings from research into electric vehicle (EV) charging pricing and to provide information to support the County's decisions on how to manage and price their Level 2 and Direct Current Fast Chargers (DCFC) EV chargers.

As part of this effort, ARC researched Level 2 and DCFC consumer-facing pricing at existing chargers in Monterey County and reviewed how other government agencies structure their EV charging pricing. We also developed a Policy Decision Matrix outlining the management decisions the County will need to make regarding charger operation, and an EV Charging Pricing Tool to calculate the per-kWh price needed to break even under various cost recovery scenarios.

This report was developed to support the implementation of Level 2 and DCFC chargers at County Civic Center, Information Technology Department, and Natividad Medical Center in Spring 2026. The table below summarizes the EV Chargers being implemented.

Site	Address	# Dual-Port ChargePoint Level 2	# Single-Port ChargePoint Level 2	# Dual-Port FreeWire DCFC	Total Ports
County Civic Center	168 W Alisal St, Salinas, CA 93901	8	1	2	**21**
IT Department	1590 Moffett St, Salinas, CA 93905	6	0	0	**12**
Natividad Medical Center	1441 Constitution Blvd, Salinas, CA 93906	12	0	0	**24**

Understanding Pricing Norms

ARC surveyed Level 2 and DCFC EV charging prices at publicly available chargers in Monterey County, specifically looking at privately operated chargers in the City of Salinas, City of Monterey, and Carmel-by-the-Sea. We saw pricing for Level 2 chargers ranging from free to $0.50/kWh. Prices for DCFC generally ranged from $0.40/kWh to $0.80/kWh, often varying depending on the utility-defined time-of-use (TOU) period.

In researching the pricing of chargers operated by government agencies, ARC observed that Level 2 charger rates listed on agencies' websites generally fall between $0.25/kWh and $0.45/kWh. It should be noted that these rates were identified from publicly available websites and may not reflect formally adopted policies.

Below is a table with a sampling of Level 2 EV charging rates set by cities and counties in California.

Agency	Charger Type	Pricing Model	Rate(s)	Year Rate Set	Source
City of Goleta	L2	Per-kWh TOU	$0.25/kWh off-peak; $0.40/kWh peak	2023	City of Goleta Staff Report
City of Long Beach	L2	Per-kWh TOU	$0.28–$0.40/kWh (Varies by location and TOU)	Unknown	Government Website
City of San Jose	L2	Per-kWh TOU	$0.25-$.045 (Varies based on TOU)	2023	Government Website
City of Santa Barbara	L2	Per-kWh TOU	$0.37-$0.79/kWh (Varies based on TOU)	2026	Government Website
City of West Sacramento	L2	Per-kWh	$0.35/kWh	2023	Government Website
Santa Clara County	L2	Per-kWh	$0.20/kWh	Unknown	Government Website

ARC's research identified few examples of California cities or counties with publicly listed DCFC pricing on their websites. As with the Level 2 data, the DCFC rates identified are based on publicly available sources and may not reflect formally adopted policies.

Below is a table with three DCFC EV charging rates set by cities and counties in California.

Agency	Charger Type	Pricing Model	Rate(s)	Year Rate Set	Source
City of Santa Barbara	DCFC	Per-kWh TOU	$0.37-$0.79/kWh (Varies based on TOU)	2026	Government Website
City of Long Beach	DCFC	Per-kWh TOU	$0.30–$0.44/kWh (Varies by location and TOU)	Unknown	Government Website
City of West Sacramento	DCFC	Per-kWh	$0.45/kWh	2023	Government Website

EV Charging Pricing Tool

ARC developed an EV Charging Pricing Tool to calculate the price per kWh needed to offset costs associated with Level 2 and DCFC chargers. The tool has customizable inputs and allows the County to decide which cost categories to include in its pricing calculation.

The cost categories in the tool are:

- **Cost of energy**: ARC calculated the per-kWh rate of the energy costs associated with operating the EV chargers at each site. This rate reflects two components: the residual cost of utility energy after accounting for on-site solar generation, and the estimated cost of the solar-generated energy itself, based on the levelized cost of energy produced by the solar system.
- **Cost of management software for Level 2 Chargers**: Opterra will cover the cost of ChargePoint Cloud for the Level 2 chargers for the first five years. ARC modeled scenarios both with and without this cost included. Where included, the annual cost was estimated at $1,040 per charger, based on a quote Monterey County received from ChargePoint on February 26, 2025.

- **Cost of management software for DCFC Chargers**: The cost was quoted at $5,400 per port for ChargePoint Cloud for DCFC (5-year prepaid plan) by Rexel Energy Solutions on March 13, 2026. This averages out to $1,080 per year per port.
- **Cost of maintenance plan for Level 2 Chargers**: On March 13, 2026, Rexel Energy Solutions quoted a cost of $1,700 per charger for ChargePoint Assure for five years of service. This averages out to $340 per year per charger.
- **Cost of maintenance plan for DCFC Chargers:** ChargePoint Assure is not available for FreeWire chargers. We have not found a maintenance plan for the DCFC Chargers. The FreeWire Technologies California Energy Commission Rural EV Charging Grant Monterey County Proposal dated September 30, 2022 quotes a 3-Year-On-Site Warranty for FreeWire Boost charger at $27,350. We used this number to estimate the annual cost of a maintenance plan for DCFC chargers to be $9,117 per year per charger.
- **Cost of Level 2 charger replacement**: We estimated the equipment cost of replacement to be $8,000 per unit. Smart Charge America currently lists the ChargePoint CP6000 at $7,899. We also found ChargePoint CP6000 chargers listed online for $8,000 to $10,000. We estimate the chargers will last roughly 10 years. Therefore, the cost of future replacement averages out to $800 per year per charger. This estimate does not include installation.
- **Cost of DCFC charger replacement**: The FreeWire Technologies California Energy Commission Rural EV Charging Grant Monterey County Proposal dated September 30, 2022 quotes the cost of a FreeWire Boost Charger to be $135,000. We used this number to estimate the equipment replacement cost of the proposed FreeWire chargers to be $135,000. We estimate the chargers will last roughly 10 years. Therefore, the cost of future replacement averages out to $13,500 per year per charger. This estimate does not include installation.

The conversion kit needed to configure the FreeWire chargers on ChargePoint's network and make them compatible with ChargePoint Cloud was quoted at $200 per port by Rexel Energy Solutions on March 13, 2026. This was not included in the EV Charging Pricing Tool.

One sensitive input in the EV Charging Pricing Tool is expected charger utilization, which encompasses both the number of days per year chargers are in use and the average kWh consumed per day. Because this represents the County's first large-scale deployment of paid EV chargers, utilization is difficult to predict. The scenarios below assume 250 days of use per year, approximately the number of working days at ITD and CCC, and 60 kWh per day for Level 2 chargers. This assumption is based on the Level 2 charging speed of 5–8 kW; ten hours of continuous charging would yield between 50 and 80 kWh. As a starting point, we assumed the DCFC chargers would use 145 kWh per day. As the County begins collecting actual utilization data after deployment, these inputs can be updated to refine the pricing model. The County is encouraged to use the tool to test alternative assumptions and observe their effect on the break-even price.

The EV Charging Pricing Tool is included as a deliverable with this memo and can also be accessed on Box here.

Cost Recovery Scenarios

ARC modeled cost recovery scenarios to calculate what charging rate was needed to offset costs associated with the Level 2 and DCFC EV chargers. For the Level 2 scenarios, the break-even price was calculated for each site, County Civic Center (CCC), Information Technology Department (ITD), and Natividad Medical Center (NMC) and as an average across the portfolio.

Level 2 Cost Recovery Scenarios

For the Level 2 chargers, we looked at what rate a customer would need to be charged to offset annual costs ($/kWh) with and without incorporating costs associated with ChargePoint Cloud.

In Level 2 Scenario One, we incorporated all the costs discussed above. This includes the cost of energy, ChargePoint Cloud, ChargePoint Assure, and an estimated replacement budget. In this scenario, the charging rate needed to offset annual costs ($/kWh) was $0.4965 for CCC, $0.4002 for ITD, and $0.3894 for NMC. The average rate was $0.4311.

In Level 2 Scenario Two, we incorporated all the costs in Scenario One except ChargePoint Cloud because that is being paid by Opterra for the first five years. In Scenario Two, the charging rate needed to offset annual costs ($/kWh) was $0.4202 for CCC, $0.3239 for ITD, and $0.3131 for NMC. The average rate was $0.3548.

DCFC Cost Recovery Scenarios

For the DCFC chargers, we looked at what charging rate was needed to offset annual costs ($/kWh) with and without incorporating costs associated with replacing the chargers.

In DCFC Scenario One, we incorporated all the costs in Level 2 Scenario One, above. This includes the cost of energy, ChargePoint Cloud, an estimated cost of a maintenance plan, and an estimated replacement budget. The resulting rate needed to offset annual costs ($/kWh) for the DCFC chargers at County Civic Center was $0.7524.

In DCFC Scenario Two, we incorporated all the costs in Scenario One except replacement of the FreeWire chargers. The resulting rate needed to offset annual costs ($/kWh) for the DCFC chargers at County Civic Center, when excluding equipment replacement, was $0.5475.

Policy Decision Matrix

In addition to pricing, the County will need to make a series of management decisions governing how the chargers operate.

The configurable parameters include:

- **Energy Rate** — charge per kWh of energy delivered
- **Station Time Rate** — charge based on the duration the vehicle is plugged in
- **Overstay Rate** — charge for time after the session time limit is exceeded, the vehicle stops charging, or the battery is full

- **Minimum Fee Per Session** — floor on the total charge per session
- **Maximum Fee Per Session** — ceiling on the total charge per session
- **Flat Fee Per Session** — a fixed fee charged regardless of energy consumed or time plugged in
- **Hours of Availability** — designated times and dates during which chargers are accessible
- **Reservations** — option to allow drivers to reserve chargers in advance
- **Waitlist** — virtual queue that holds a charger for the next driver in line for a set period after it becomes available
- **Visibility** — whether chargers are listed publicly on the ChargePoint network map
- **Usability** — whether chargers are open to the general public or restricted to a pre-designated driver group
- **RFID Cards** — issuance of RFID cards to allow vehicles to charge for free and to track energy use by vehicle

The table below outlines ARC's understanding of the County's policy preferences based on initial conversations with staff. These parameters can be configured through the ChargePoint online platform and adjusted over time as the County gains experience with the chargers.

Number	Parameter	Description	Potential values	County Civic Center Selection	Information Technology Department Selection	Natividad Medical Center Selection
1	Energy Rate	Charge for energy as $/kWh	$/kWh	Yes - Rate TBD	Yes - Rate TBD	Yes - Rate TBD
2	Station Time Rate	Charge for the amount of time the car is plugged in	$/hour	No	No	No
3	Overstay Rate	Charge for time after the set time limit is exceeded, vehicle stops charging, or is fully charged	$/hour	Yes, after fully charged, 15 minute grace period + $10/hr for the first hour and $20/hr after that	Yes, after fully charged, 15 minute grace period + $10/hr for the first hour and $20/hr after that	Yes, after fully charged, 30 minute grace period + $.5/minute after that
4	Minimum Fee Per Session	The minimum fee a user can be charged for an entire charging session	$X	No minimum fee	No minimum fee	No minimum fee
5	Maximum Fee Per Session	The maximum fee a user can be charged for an entire charging session	$X	No maximum fee	No maximum fee	No maximum fee
6	Flat Fee Per Session	Flat fee charge for each session	$X	No flat fee	No flat fee	No flat fee
7	Hours of Availability	Set times and dates that the charges are available	Set hours	24/7; may adjust to buisness hours	24/7; may adjust to buisness hours	24/7
8	Reservations	Enable reservations; allows drivers to reserve chargers	Yes/No	No	No	No
9	Waitlist	Enable waitlists; a virtual queue which holds chargers for next in queue for a set period of time after becoming available	Yes/No	No	No	No
10	Visibility	If chargers are visible on Chargepoint charging map	Yes/No	Depends on #7	Depends on #7; spots in gated area not visible	Yes
11	Usability	If chargers be used by the public or only members of a pre-set driving group	Yes/No	Yes for Level 3, depends on #7 for Level 2	Yes for public and gated areas	Public
12	RFID Cards	Issue RFID cards to charge vehicles for free and to track vehicle energy use	Yes/No	Yes, discuss with PWFP finance	Yes for fleet vehicles	No RFID cards

The Policy Decision Matrix is included as a deliverable with this memo and can also be accessed on Box here.

Conclusion

This memorandum, along with the accompanying EV Charging Pricing Tool and Policy Decision Matrix, is intended to equip Monterey County with the information needed to make informed decisions about how to manage and price its new EV charging infrastructure.

Because this is the County's first large-scale deployment of paid EV chargers, some uncertainty remains — particularly around utilization. ARC encourages the County to revisit its pricing and policy settings over time as real-world data becomes available.

Introduced: 6/1/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Renew approval and adoption of teleconferencing for all County of Monterey Eligible Subsidiary Bodies pursuant to Government Code section 54953.8.6.

RECOMMENDATION:
It is recommended that the Board of Supervisors: Renew approval and adoption of teleconferencing for all County of Monterey Eligible Subsidiary Bodies pursuant to Government Code section 54953.8.6.

SUMMARY:
Senate Bill 707, signed into law in October 2025 and known as the Brown Act Modernization Act, updated California's Ralph M. Brown Act (Gov. Code § 54950 et seq.) to modernize open meeting requirements and expand public access. This law added teleconferencing rules for specific Brown Act Legislative Bodies, such as Eligible Subsidiary Bodies. Pursuant to section 54953.8.6, the Board of Supervisors must adopt a resolution before an Eligible Subsidiary Body may teleconference using this Government Code section. The law also requires the Board of supervisors to readopt a resolution every six months thereafter.

DISCUSSION:
Government Code section 54953.8.6, as added by Senate Bill 707 (the Brown Act Modernization Act) defines Eligible Subsidiary Bodies as a Legislative Body exclusively serving in an advisory capacity and takes no final action on matters such as legislation, contracts, permits, entitlements, grants, or fund allocations. Further, Eligible Subsidiary Body specifically excludes Legislative Bodies with primary jurisdiction over sensitive topics like elections, budgets, police oversight, privacy, library access restrictions, or taxes/spending. Section 54953.8.6 allows Eligible Subsidiary Bodies to conduct meetings via teleconference, subject to specific requirements. These requirements include designating at least one physical location within the parent legislative body's boundaries for in-person attendance by members of the public (with staff present), requiring remote Eligible Subsidiary Body members to appear on camera and audio, and obtaining necessary findings and approvals.
The parent legislative body, the Monterey County Board of Supervisors, initially approved and authorized all County Eligible Subsidiary Bodies to utilize this teleconferencing option on **January 13,**

2026. Statutorily, the Board of Supervisors must renew a resolution every six months to perpetuate this option to its Eligible Subsidiary Bodies. Therefore, today's action is necessary to continue this teleconferencing option and an identical item must come to the Board on or before six months from today's approval.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Eligible Subsidiary Bodies have coordinated with the Office of County Counsel where appropriate.

FINANCING:
There is no known cost for implementing Eligible Subsidiary Body teleconferencing, aside from staff time to prepare this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Attract, retain, and diversify Eligibility Subsidiary Body membership.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X___ Administrative This item relates to statutory compliance and governance requirements under the Ralph M. Brown Act, as amended by Senate Bill 707.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Shane E. Strong, Deputy County Counsel

Approved by: Susan K. Blitch, County Counsel

Attachments: Draft Resolution

Introduced: 6/1/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a.Renew approval and adoption of teleconferencing for all County of Monterey Eligible Subsidiary Bodies pursuant to Government Code section 54953.8.6.

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DISCUSSION:
Government Code section 54953.8.6, as added by Senate Bill 707 (the Brown Act Modernization Act) defines Eligible Subsidiary Bodies as a Legislative Body exclusively serving in an advisory capacity and takes no final action on matters such as legislation, contracts, permits, entitlements, grants, or fund allocations. Further, Eligible Subsidiary Body specifically excludes Legislative Bodies with primary jurisdiction over sensitive topics like elections, budgets, police oversight, privacy, library access restrictions, or taxes/spending. Section 54953.8.6 allows Eligible Subsidiary Bodies to conduct meetings via teleconference, subject to specific requirements. These requirements include designating at least one physical location within the parent legislative body's boundaries for in-person attendance by members of the public (with staff present), requiring remote Eligible Subsidiary Body members to appear on camera and audio, and obtaining necessary findings and approvals.
The parent legislative body, the Monterey County Board of Supervisors, initially approved and authorized all County Eligible Subsidiary Bodies to utilize this teleconferencing option on **January 13, 2026**. Statutorily, the Board of Supervisors must renew a resolution every six months to perpetuate

this option to its Eligible Subsidiary Bodies. Therefore, today's action is necessary to continue this teleconferencing option and an identical item must come to the Board on or before six months from today's approval.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Eligible Subsidiary Bodies have coordinated with the Office of County Counsel where appropriate.

FINANCING:
There is no known cost for implementing Eligible Subsidiary Body teleconferencing, aside from staff time to prepare this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Attract, retain, and diversify Eligibility Subsidiary Body membership.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
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Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Shane E. Strong, Deputy County Counsel

Approved by: Susan K. Blitch, County Counsel

Attachments: Draft Resolution

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. ____	)
Renew approval and adoption of	)
teleconferencing for all County of Monterey	)
Eligible Subsidiary Bodies pursuant to	)
Government Code section 54953.8.6.	)

WHEREAS, California law created teleconferencing requirements for Eligible Subsidiary Bodies in Government Code section 54953.8.6, effective January 1, 2026; and

WHEREAS, an "Eligible Subsidiary Body" is defined as a Brown Act Legislative Body which serves exclusively in an advisory capacity, lacks authority to take final action, and further lacks primary subject matter jurisdiction on elections, budgets, police oversight, privacy, public library material access, or taxes or related spending proposals; and

WHEREAS, the Board of Supervisors has considered the circumstances of the County's Eligible Subsidiary Bodies and finds teleconference meetings would enhance public access to County meetings, provided the Eligible Subsidiary Bodies notify the public of remote participation on Zoom,© Teams,© or similar teleconferencing platform in their agendas; and

WHEREAS, the Board of Supervisors further finds teleconferenced meetings would promote the attraction, retention, and diversity of Eligible Subsidiary Body members; and

WHEREAS, the Board of Supervisors has provided the public this opportunity to comment at the Board's in-person meeting; and

WHEREAS, Government Code section 54953.8.6 requires the Board of Supervisors to reauthorize teleconferencing of Eligible Subsidiary Bodies every six months; and

WHEREAS, on January 13, 2026, the Board of Supervisors approved Resolution Number 26-170, authorizing the Eligible Subsidiary Bodies of the County of Monterey to meet remotely pursuant to Government Code section 54953.8.6 and the Board's Resolution is set to end on July 8, 2026.

NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey that the County's Eligible Subsidiary Bodies may use teleconferencing pursuant to Government Code section 54953.8.6 until **December 9, 2026**.

PASSED AND ADOPTED on this 9th day of June, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____.

Dated: _____ Valerie Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____
, Deputy

Introduced: 5/18/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No.2 to Professional Services Agreement (PSA) A-16313 with Denise Duffy and Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204-AMD2, as extended by PLN030204-AMD2-EXT1) to extend the Agreement two years to June 30, 2028, without change to the scope of work, other terms of the Agreement, or to the Agreement amount of $309,298;
b. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No. 2 to Funding Agreement (FA) A-16313 with UCP East Garrison, LLC, the Master Developer for the East Garrison Project to provide funding for the Project to extend the Agreement two years to June 30, 2028, without change to the scope of work, , other terms of the Agreement, or to the Agreement amount of $402,088;
c. Authorize the Housing and Community Development Director or designee to execute future amendments where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($30,930 for PSA, $40,209 for FA), subject to review by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No.2 to Professional Services Agreement (PSA) A-16313 with Denise Duffy and Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204-AMD2, as extended by PLN030204-AMD2-EXT1) to extend the Agreement two years to June 30, 2028, without change to the scope of work, other terms of the Agreement, or to the Agreement amount of $309,298;
b. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No. 2 to Funding Agreement (FA) A-16313 with UCP East Garrison, LLC, the Master Developer for the East Garrison Project to provide funding for the Project to extend the Agreement two years to June 30, 2028, without change to the scope of work, , other terms of the Agreement, or to the Agreement amount of $402,088;
c. Authorize the Housing and Community Development Director or designee to execute future amendments where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($30,930 for PSA, $40,209 for FA), subject to review by County Counsel.

SUMMARY:

On June 25, 2024, the final phase of the East Garrison Project ("Project") was approved by the Board of Supervisors ("Board"), and on June 30, 2024, the Funding and Professional Services Agreements ("FA" and "PSA") expired upon their own terms. On May 13, 2025, FA and PSA A-16313 were approved by the Board for renewal and amendment to extend the term date to June 30, 2026. The Agreements were executed May 18, 2025, and May 20, 2025, respectively.

DISCUSSION:
As a result of the approval of the renewal and amendment on May 13, 2025, condition compliance monitoring was required. Denise Duffy and Associates, Inc., (DD&A) previously provided planning support and conducted the environmental review of the Project (PLN040203-AMD2). With the goal of streamlining compliance, County staff are continuing DD&A's involvement to meet condition compliance requirements.

Approval and authorization to extend the terms of the Agreements two years will provide additional time to meet Project compliance and move forward toward Project completion.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed Amendments No.2 to the FA and PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
There are no costs to the General Fund because of this action. Staff costs to manage the contracts and professional services provided by DD&A will be funded by the Project Applicant through the FA in the amount of $402,087.40. Staff time for processing the environmental review will be charged at the billing rate established by the Department's fee article.

BOARD OF SUPERVISORS STRATEGIC:
Amendments No. 2 to the FA and PSA support the Board's Strategic Initiative for Well-Being and Quality of Life and Sustainable Infrastructure for the Present and Future by facilitating the construction of the remaining rental housing, parks, and open space at East Garrison.

__x__ Well-Being and Quality of Life
__x__ Sustainable Infrastructure for the Present and Future
Safe and Resilient Communities
Diverse and Thriving Economy

Prepared by: Kathy Nielsen, Management Analyst II, 831-755-4832
Reviewed by: Mary Israel, Supervising Planner, 831-755-5183
Approved by: Melanie Beretti, Chief of Planning

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Amendment No. 2 to FA
Attachment 2 - Amendment No. 2 to PSA
Attachment 3 - Executed FA and A-1
Attachment 4 - Executed PSA and A-1

Introduced: 5/18/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No.2 to Professional Services Agreement (PSA) A-16313 with Denise Duffy and Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204-AMD2, as extended by PLN030204-AMD2-EXT1) to extend the Agreement two years to June 30, 2028, without change to the scope of work, other terms of the Agreement, or to the Agreement amount of $309,298;
b. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No. 2 to Funding Agreement (FA) A-16313 with UCP East Garrison, LLC, the Master Developer for the East Garrison Project to provide funding for the Project to extend the Agreement two years to June 30, 2028, without change to the scope of work, , other terms of the Agreement, or to the Agreement amount of $402,088;
c. Authorize the Housing and Community Development Director or designee to execute future amendments where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($30,930 for PSA, $40,209 for FA), subject to review by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No.2 to Professional Services Agreement (PSA) A-16313 with Denise Duffy and Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204-AMD2, as extended by PLN030204-AMD2-EXT1) to extend the Agreement two years to June 30, 2028, without change to the scope of work, other terms of the Agreement, or to the Agreement amount of $309,298;
b. Approve and authorize the Housing and Community Development Director or designee to execute Amendment No. 2 to Funding Agreement (FA) A-16313 with UCP East Garrison, LLC, the Master Developer for the East Garrison Project to provide funding for the Project to extend the Agreement two years to June 30, 2028, without change to the scope of work, , other terms of the Agreement, or to the Agreement amount of $402,088;
c. Authorize the Housing and Community Development Director or designee to execute future amendments where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($30,930 for PSA, $40,209 for FA), subject to review by County Counsel.

SUMMARY:

On June 25, 2024, the final phase of the East Garrison Project ("Project") was approved by the Board of Supervisors ("Board"), and on June 30, 2024, the Funding and Professional Services Agreements ("FA" and "PSA") expired upon their own terms. On May 13, 2025, FA and PSA A-16313 were approved by the Board for renewal and amendment to extend the term date to June 30, 2026. The Agreements were executed May 18, 2025, and May 20, 2025, respectively.

DISCUSSION:
As a result of the approval of the renewal and amendment on May 13, 2025, condition compliance monitoring was required. Denise Duffy and Associates, Inc., (DD&A) previously provided planning support and conducted the environmental review of the Project (PLN040203-AMD2). With the goal of streamlining compliance, County staff are continuing DD&A's involvement to meet condition compliance requirements.

Approval and authorization to extend the terms of the Agreements two years will provide additional time to meet Project compliance and move forward toward Project completion.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed Amendments No.2 to the FA and PSA as to form and legality, and fiscal provisions, respectively.

FINANCING:
There are no costs to the General Fund because of this action. Staff costs to manage the contracts and professional services provided by DD&A will be funded by the Project Applicant through the FA in the amount of $402,087.40. Staff time for processing the environmental review will be charged at the billing rate established by the Department's fee article.

BOARD OF SUPERVISORS STRATEGIC:
Amendments No. 2 to the FA and PSA support the Board's Strategic Initiative for Well-Being and Quality of Life and Sustainable Infrastructure for the Present and Future by facilitating the construction of the remaining rental housing, parks, and open space at East Garrison.

__x__ Well-Being and Quality of Life
__x__ Sustainable Infrastructure for the Present and Future
Safe and Resilient Communities
Diverse and Thriving Economy

Prepared by: Kathy Nielsen, Management Analyst II, 831-755-4832
Reviewed by: Mary Israel, Supervising Planner, 831-755-5183
Approved by: Melanie Beretti, Chief of Planning

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Amendment No. 2 to FA
Attachment 2 - Amendment No. 2 to PSA
Attachment 3 - Executed FA and A-1
Attachment 4 - Executed PSA and A-1

ATTACHMENT 1

Amendment No. 2 to
Funding Agreement A-16313
with UCP East Garrison, LLC

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AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
UCP EAST GARRISON, LLC

THIS AMENDMENT NO. 2 to Funding Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California ("County") and UCP East Garrison, LLC ("PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below;

WHEREAS, PROJECT APPLICANT received approval for a Combined Development Permit (PLN030204) from the Board of Supervisors on October 4, 2005, for the East Garrison Specific Plan and Combined Development Permit Amendment Project ("Project");

WHEREAS, PROJECT APPLICANT requested the County contract with a qualified planning and environmental consultant to provide additional application processing and environmental support services necessary to timely expedite reviewing and processing the application, including California Environmental Quality Act (CEQA) documentation;

WHEREAS, PROJECT APPLICANT entered into Funding Agreement A-16313 with the County to provide funding for the planning and environmental services of the Project in an amount not to exceed $240,295.90 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, concurrent with approval of the Funding Agreement, the County entered into Professional Services Agreement A-16313 with Denise Duffy & Associates, Inc., ("CONTRACTOR") to provide environmental services for the Project in an amount not to exceed $184,843 for a term of May 22, 2023, through June 30, 2024;

WHEREAS, the Parties renewed and amended the Agreement on May 18, 2025, to extend the term two (2) years to June 30, 2026, and increased the Agreement amount by $161,791.50 for a new not-to-exceed amount of $402,087.40 as additional services were necessary; and

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term two (2) years to June 30, 2028.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 9, "Term," to read as follows:

   AGREEMENT shall become effective May 22, 2023, and continue through June 30, 2028, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

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2. Amend the first sentence of Paragraph 10, "Termination," to read as follows:

   AGREEMENT shall terminate on June 30, 2028, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days written notice to the other.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Funding Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: N/A
Contracts/Purchasing Officer

Date:

By:
Craig W. Spencer, Director

Date:

Approved as to Form
County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden
Michael Whilden, Deputy County Counsel

Date: 5/15/2026

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 5/18/2026

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

UCP EAST GARRISON, LLC

By: DocuSigned by: Daniel Turpin
(Chair, President, or Vice President)

Daniel Turpin, Division President
Name and Title

Date: 5/14/2026

By: DocuSigned by: Dean Mills
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Dean Mills, Vice President
Name and Title

Date: 5/14/2026

Approved as to Form

By: DocuSigned by: Holly T. Cordova
Holly Tatibe Cordova
Regional Legal Counsel

Date: 5/14/2026

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

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AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND DENISE DUFFY AND ASSOCIATES, INC.

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below;

WHEREAS, the County entered into Funding Agreement A-16313 with UCP East Garrison, LLC ("Project Applicant") to provide funding for the East Garrison Specific Plan and Combined Development Permit Project ("Project") (PLN030204) in an amount not to exceed $240,295.90 for a term of May 22, 2023, through June 30, 2024;

WHEREAS, CONTRACTOR entered into Professional Services Agreement A-16313 ("PSA") with the County to provide environmental services for the Project in an amount not to exceed $184,843 and for a term of May 22, 2023, through June 30, 2024;

WHEREAS, the Parties renewed and amended the Agreement on May 20, 2025, to update the Agreement's provisions, expand the scope of services, extend the Agreement two (2) years to June 30, 2026, and increase the Agreement amount of $184,843 by $124,455 for a new not to exceed amount of $309,298;

WHEREAS, the County has an ongoing need for services;

WHEREAS, certain provisions of the Agreement require updating; and

NOW, THEREFORE, the Parties wish to extend the term of the Agreement two (2) years to June 30, 2028, to allow CONTRACTOR to continue to provide services and update the Agreement's provisions.

1. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

   The term of this Agreement is from <u>May 22, 2023,</u> to <u>June 30, 2028,</u> unless sooner terminated pursuant to the terms of this Agreement.

2. Amend paragraph titled "Auto Liability Coverage," of subparagraph 9.03, "Insurance Coverage Requirements," of Section 9.0, "Insurance," to read in its entirety as follows:

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Must include all motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

3. Amend paragraph titled "Additional Insured Status," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

   The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

4. Amend paragraph titled "Primary Coverage," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

5. Amend and retitle paragraph titled "Waiver of Subrogation," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   Workers' Compensation Insurance Waiver of Subrogation: The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against

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County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "Records and Confidentiality," to add subparagraph 10.06, "Format of Deliverables," to read in its entirety as follows:

   10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

7. Amend subparagraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," of Section 16, "Miscellaneous Provisions," to read in its entirety as follows:

   This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately.

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This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

9. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Docusign Envelope ID: 1F893092-2896-8A26-8106-29A568F8CEDF

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: N/A
Chief Contracts & Procurement Officer

Date: _____

By: _____
Craig Spencer, Director (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: N/A
David Bolton, Risk Manager

Date: _____

CONTRACTOR

DENISE DUFFY & ASSOCIATES, INC.
Contractor's Business Name

By: _____
(Chair, President or Vice President) *

Denise Duffy, President
Name and Title

Date: _____

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

Denise Duffy, Secretary
Name and Title

Date: _____

County Board of Supervisors' Agreement No. A-16313

*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.

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ATTACHMENT 2

Amendment No. 2 to
Professional Services Agreement A-16313
with Denise Duffy & Associates, Inc.

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AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND DENISE DUFFY AND ASSOCIATES, INC.

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below;

WHEREAS, the County entered into Funding Agreement A-16313 with UCP East Garrison, LLC ("Project Applicant") to provide funding for the East Garrison Specific Plan and Combined Development Permit Project ("Project") (PLN030204) in an amount not to exceed $240,295.90 for a term of May 22, 2023, through June 30, 2024;

WHEREAS, CONTRACTOR entered into Professional Services Agreement A-16313 ("PSA") with the County to provide environmental services for the Project in an amount not to exceed $184,843 and for a term of May 22, 2023, through June 30, 2024;

WHEREAS, the Parties renewed and amended the Agreement on May 20, 2025, to update the Agreement's provisions, expand the scope of services, extend the Agreement two (2) years to June 30, 2026, and increase the Agreement amount of $184,843 by $124,455 for a new not to exceed amount of $309,298;

WHEREAS, the County has an ongoing need for services;

WHEREAS, certain provisions of the Agreement require updating; and

NOW, THEREFORE, the Parties wish to extend the term of the Agreement two (2) years to June 30, 2028, to allow CONTRACTOR to continue to provide services and update the Agreement's provisions.

1. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

   The term of this Agreement is from May 22, 2023, to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend paragraph titled "Auto Liability Coverage," of subparagraph 9.03, "Insurance Coverage Requirements," of Section 9.0, "Insurance," to read in its entirety as follows:

Docusign Envelope ID: 27ACF87A-1D28-817B-81AC-C388315C6B7E

Must include all motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

3. Amend paragraph titled "Additional Insured Status," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

   The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

4. Amend paragraph titled "Primary Coverage," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

5. Amend and retitle paragraph titled "Waiver of Subrogation," of subparagraph 9.04, "Other Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

   Workers' Compensation Insurance Waiver of Subrogation: The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against

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County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "Records and Confidentiality," to add subparagraph 10.06, "Format of Deliverables," to read in its entirety as follows:

   10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

7. Amend subparagraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," of Section 16, "Miscellaneous Provisions," to read in its entirety as follows:

   This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately.

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This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

9. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION LEFT BLANK INTENTIONALLY****

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: N/A
Chief Contracts & Procurement Officer

Date:

By:
Craig Spencer, Director (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 0F98C5BE9B6F476...
Deputy County Counsel

Date: 5/15/2026

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF...
Auditor/Controller

Date: 5/18/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: N/A
David Bolton, Risk Manager

Date:

CONTRACTOR

DENISE DUFFY & ASSOCIATES, INC.
Contractor's Business Name

By: Signed by: Denise Duffy 1AB...
(Chair, President or Vice President) *

Denise Duffy, President
Name and Title

Date: 5/13/2026

By: Signed by: Denise Duffy 1AB...
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Denise Duffy, Secretary
Name and Title

Date: 5/13/2026

County Board of Supervisors' Agreement No. A-16313

*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.

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ATTACHMENT 3

Executed Funding Agreement A-16313
and Amendment No. 1
with UCP East Garrison, LLC

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

The first and second motion were not accurately determined, however, the consent agenda passed to approve Consent Calendar Item Numbers 25 through 51.1.

Agreement No.: A-16313
a. Approve and authorize the Housing and Community Development Director to execute a Professional Services Agreement with Denise Duffy & Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204) in an amount not to exceed $184,843 effective upon execution of the agreement and ending June 30, 2024;
b. Approve and authorize the Housing and Community Development Director to execute a Funding Agreement with UCP East Garrison, LLC, the Master Developer for the East Garrison Project, inclusive of contingency and optional task funding, for the not to exceed amount of $240,295 effective upon execution and ending June 30, 2024;
c. Authorize the Housing and Community Development Director, or designee, to execute future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10%, subject to review by County Counsel.

PASSED AND ADOPTED on this 16th day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 16, 2023.

Dated: May 22, 2023
File ID: 23-376
Agenda Item No.: 49

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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FUNDING AGREEMENT
FOR THE
EAST GARRISON PROJECT FINAL PHASE AMENDMENT APPLICATION PROCESSING AND ENVIRONMENTAL REVIEW

THIS FUNDING AGREEMENT ("AGREEMENT") is made and entered into by and between the County of Monterey, a political subdivision of the State of California ("County") and UCP East Garrison, LLC, a Delaware limited liability company, the Master Developer for the East Garrison Project, ("PROJECT APPLICANT") (collectively, the "Parties") and effective as of the date the Board of Supervisors approves the AGREEMENT and with reference to the following facts and circumstances:

RECITALS

A. On October 4, 2005, the Board of Supervisors approved a Combined Development Permit (PLN030204) allowing the development of the East Garrison Project, a mixed-use residential development consisting of up to 1,470 dwelling units.

B. To date, East Garrison has developed into a community consisting of 994 homes with supporting infrastructure and public improvements, including: 808 market-rate units; 65 affordable apartments (very low and low-income); 51 moderate-income units; 70 work force II units; fire station with community room; and approximately 37 acres of community, neighborhood and dog parks, open space and trails.

C. Citing differences in the current development environment now compared to 2005 when the East Garrison Project was approved, the PROJECT APPLICANT prepared a Final Phase Concept that proposes changes to the East Garrison Project that include co-locating the Phase Three Affordable Rental Housing Project with the Town Center and modifying the remaining housing unit mix and locations, with an expressed goal to enable the development to be completed in a timely manner and to help expedite the implementation of the remaining development while respecting the goals and intent of the original vision.

D. On January 24, 2023, the Board of Supervisors received a presentation by the PROJECT APPLICANT the East Garrison Final Phase Concept Proposal.

E. At its January 24, 2023, meeting, the Board of Supervisors directed staff to assign high priority to the East Garrison Final Phase application, once submitted to the County, and expedite permit processing with cost recovery funded by the Master Developer.

F. The County and PROJECT APPLICANT are interested in expeditiously bringing the East Garrison Final Phase application forward to the Board of Supervisors for consideration, and recognize that in doing so it is possible that there may be times when in order for County staff to dedicate necessary time to expedite this application, the County may require additional outside consultant services be retained to ensure other applications in queue for County review that are directly impacted by redirected staff time to this application continue to progress in a timely manner.

G. PROJECT APPLICANT requests the County to contract with a qualified planning and environmental consultant to provide additional application process and environmental

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support services necessary to timely expedite reviewing and processing the application including, preparing CEQA documentation.

H. The Parties agree that it is necessary and desirable that the County engage Denise Duffy & Associates, Inc., ("CONTRACTOR") to provide application review, processing, and environmental review services. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement ("PSA") between the County and CONTRACTOR, attached to this AGREEMENT as "Exhibit 1" and incorporated herein by reference. The County shall manage the Project work performed by CONTRACTOR.

I. The Parties hereby agree that the County shall engage CONTRACTOR to provide the services set forth in "Exhibit 1" of this AGREEMENT.

J. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for, the Project in exchange for PROJECT APPLICANT's obligation to cover the County's costs of retaining CONTRACTOR and providing County staff to work on the Project; but instead it is the County's intent to expedite review and processing of the East Garrison Final Phase application.

K. The subject matter of this AGREEMENT is PROJECT APPLICANT'S funding of the CONTRACTOR's services on the Project. This AGREEMENT also covers the County fee for project management, contract administration and work associated with processing the Project application. This AGREEMENT further covers PROJECT APPLICANT's funding of additional contract services, if the County, in order to dedicate necessary staff time to expedite this application, requires additional outside consultant services be retained to ensure other applications in queue for County review that are directly impacted by redirected staff time to this application continue to progress in a timely manner.

L. Entering into this Funding Agreement is a Statutorily Exempt action pursuant to Section 15262 of the CEQA Guidelines as an early discussion on possible future actions that do not involve a commitment to a project. Future amendments to the East Garrison development approvals and agreements will require a CEQA determination prior to consideration.

M. The Parties make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the CEQA (Public Resources Code Section 21000 *et seq*.) and the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 *et seq*., "Guidelines") and the Monterey County Code.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Deposits to Fund PSA and County Fee for Contract Administration.

PROJECT APPLICANT shall deposit an amount equal to the base amount of the PSA between the County and CONTRACTOR for the review of the PROJECT APPLICANT'S submittal documents, preparation of environmental analysis and documentation, and the County

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Administration fees associated with this PSA calculated at fifteen percent (15%) of the CONTRACTOR's Base Budget, as set forth in Section 3 below. This totals $133,843.90 and includes:

CONTRACTOR'S Base Budget	$116,386.00
County Project Management/Contract Administration	$17,457.90
Total Deposit	$133,843.90

PROJECT APPLICANT shall deposit $133,843.90 with the County of Monterey Housing and Community Development Department (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANT's deposit of $133,843.90 with the County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent (15%) of CONTRACTOR's Base Budget shall be included in the PSA between the County and CONTRACTOR to cover contingencies. This fifteen percent (15%) Project Contingency totals $17,457.90 and is subject to the procedures set forth in this AGREEMENT.

3. Budget Under AGREEMENT. The amount which may be charged to PROJECT APPLICANT under this AGREEMENT is $240,295.90.

CONTRACTOR'S Base Budget	$116,386.00
Project Mgmt/Contract Admin Fee (15% of Base Budget)	$17,457.90
Subtotal Due Upon Approval	$133,843.90
Project Contingency Fee (15% of Base Budget)	$17,457.90
Subtotal Base Budget Contingency	$17,457.90
Optional Task	$68,457.00
Project Contingency (15% of Optional Task)	$10,268.55
Project Mgmt/Contract Admin Fee (15% of Optional Task)	$10,268.55
Subtotal Optional Task	$88,994.10
TOTAL Budget Under AGREEMENT	**$240,295.90**

4. Within thirty (30) days after the end of each quarter, the County shall provide quarterly progress reports to the PROJECT APPLICANT showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the Project). Any Base Budget funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT APPLICANT.

5. Engagement of CONTRACTOR. This AGREEMENT is based on the County engaging CONTRACTOR in accordance with the PSA between the County and CONTRACTOR attached as Exhibit 1 and directing CONTRACTOR to diligently expedite

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services performed under the PSA with the intent to meet the Schedule (as defined in Section 6). CONTRACTOR shall be responsible only to the County, and nothing in this AGREEMENT imposes any obligation on the County or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to assisting with the expedited processing of the Project. The County shall provide direction and guidance to the CONTRACTOR. CONTRACTOR's contact(s) with PROJECT APPLICANT shall only be through the County. PROJECT APPLICANT, its agents, employees, consultants, representatives, or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Schedule of Performance. During the AGREEMENT Term, the PROJECT APPLICANT will prepare and submit an application to amend the East Garrison Project's Final Phase to the County. Once submitted, PROJECT APPLICANT and County agree to pursue in good faith and endeavor to achieve the steps, milestones and timelines described in the Schedule of Performance incorporated as Exhibit 2 to this agreement (the "Schedule"), with the intent of processing the Project for consideration by the Board of Supervisors by or before February 2024.

7. Payment(s) to CONTRACTOR and County.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT and shall be paid in accordance with the terms of Section II of Exhibit "A" of the PSA with CONTRACTOR, included in Exhibit "1" of this AGREEMENT.

Within sixty (60) days after the completion of services under the PSA or earlier termination of this AGREEMENT in accordance with the terms hereunder, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT.

b. County Contract Administration Fee

The County Project Management and Contract Administration Fee of $17,457.90 (base budget) associated with the PSA between the County and CONTRACTOR shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey Board of Supervisors. These fees are nonrefundable.

c. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed $17,457.90, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT. Within five (5) working days of receipt of a request from the County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

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If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

d. Optional Task – Preparation of Supplemental EIR

An additional Optional Task for Preparation of Supplemental EIR, in an amount not to exceed $68,457, covers additional effort necessary in the event that CONTRACTOR and County determine that a Supplemental EIR (SEIR) is the appropriate level of environmental documentation, and transfer of any Optional Task funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT. Within five (5) working days of receipt of a request from the County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Optional Task and, if approved, at the same time submit a check to the County for the amount requested.

An additional fifteen percent (15%) of CONTRACTOR's Optional Task Budget, in an amount not to exceed $10,268.55, covers potential contingencies associated with the Optional Task, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT. Within five (5) working days of receipt of a request from the County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Optional Task or Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

The County Project Management and Contract Administration Fee of $10,268.55 (optional task) associated with the PSA between the County and CONTRACTOR shall be paid by PROJECT APPLICANT upon approval of PROJECT APPLICANT of the Request to Transfer from Optional Task. These fees are nonrefundable.

7. Relationship to Other Charges. PROJECT APPLICANT and the County agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by the County.

8. No Promise or Representation. The Parties agree that, except for the expedited review and processing described herein, nothing in this AGREEMENT is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for the Project, it being understood that PROJECT APPLICANT's funding obligation under this AGREEMENT is undertaken without regard to the County's actions regarding the Project.

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9. Term. AGREEMENT shall become effective the date the Board of Supervisors approves this AGREEMENT, and continue through June 30, 2024, unless terminated pursuant to Paragraph 10 of this AGREEMENT.

10. Termination. AGREEMENT shall terminate on June 30, 2024, but may be terminated earlier by PROJECT APPLICANT or the County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination, and the County will return any unused deposit in accordance with Section 7(a) of this AGREEMENT.

11. Entire Agreement. This AGREEMENT and its attachments constitute the entire agreement between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with this AGREEMENT that is not expressly contained herein.

12. Negotiated Agreement. It is agreed and understood by the Parties that this AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared this AGREEMENT within the meaning of Civil Code Section 1654.

13. Assignment. Neither the County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Amendment. This AGREEMENT may be amended, modified, or supplemented only in writing by both the Parties.

15. Contracting Officer. The contracting officer of the County, and the only entity authorized by law to make or amend this AGREEMENT on behalf of the County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.

16. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

17. Governing Law. This AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

18. Construction. The language in all parts of this AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed

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this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

19. Conflict with Professional Services Agreement between CONTRACTOR and the County. In the event of a conflict between the provisions of this AGREEMENT and the PSA between the County and CONTRACTOR, the provisions of this AGREEMENT shall govern.

20. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the Parties, and that the parties are not joint venturers or partners.

21. Indemnification. PROJECT APPLICANT agrees to defend, indemnify, and hold the County harmless in any action brought by any third party in which the authority of the County to enter into this AGREEMENT or the validity of AGREEMENT is challenged.

22. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same AGREEMENT.

23. Notices. Notice to the Parties in connection with this AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY:	Craig W. Spencer, Interim Director of Housing and Community Development County of Monterey 1441 Schilling Place, South 2nd Floor Salinas, California 93901
TO PROJECT APPLICANT	UCP East Garrison, LLC c/o Century Communities 6700 Koll Center Parkway, Suite 210 Pleasanton, CA 94566 Attention: Nicholas Arenson WITH A COPY TO: Century Communities 4695 MacArthur Court, Suite 300 Newport Beach, CA 92660 Attention: Holly Traube Cordova

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the last day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Craig Spencer
Craig W. Spencer, Interim Director
Housing and Community Development

Date: 5/22/2023

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Michael Whilden
Michael J. Whilden
Assistant County Counsel

Date: 5/5/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Ma Mon
Auditor-Controller

Date: 5/5/2023

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management

By:
Risk Manager

Date:

PROJECT APPLICANT*
UCP EAST GARRISON, LLC

By: DocuSigned by:
Nicholas Arenson

Its: Division President

Date: 5/5/2023

By: DocuSigned by: Dean Mills
Dean Mills

Its: Vice President of
Land Acquisition and Forward Planning

Date: 5/5/2023

*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.

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EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

FOR PROJECT APPLICATION PROCESSING

AND ENVIRONMENTAL REVIEW

Funding Agreement
East Garrison Project
Final Phase Amendment
Housing and Community Development
Term: Upon Execution-June 30, 2024
Contract Amount: $240,295.90

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment Project (PLN030204) ("Proposed Project").

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $184,843.

3. TERM OF AGREEMENT. The term of this Agreement is from upon execution to June 30, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ Agreement Under $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☒ Agreement Over $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in

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effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ***ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).*** *The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99.***

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this

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Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II Name and Title	Tyler Potter, J.D., AICP, Senior Planner Name and Title
Housing & Community Development 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527 Address	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940 Address
(831) 755-4832 194-HCD-Contracts@co.monterey.ca.us Phone and Email	(831) 373-4341 x37 tpotter@ddaplanning.com Phone and Email

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16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

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16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

**********THIS SECTION INTENTIONALLY LEFT BLANK**********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Denise Duffy & Associates, Inc. Contractor's Business Name*
Date: _____	By: _____ Signature
By: _____ Craig W. Spencer Working out of class as Director of Housing and Community Development	Denise Duffy, President Name and Title
Date: _____	Date: _____
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel[1]	
By: _____ Michael J. Whilden Deputy County Counsel	By: _____ Signature
Date: _____	Denise Duffy, Secretary Name and Title
Approved as to Fiscal Provisions[2]	
By: _____ Auditor-Controller	Date: _____
Date: _____	
Approved as to Liability Provisions[3] Office of the County Counsel-Risk Management	
By: N/A Risk Manager	
Date: _____	

County Board of Supervisors' Agreement Number: _____

*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 the 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.

[1] Approval by County Counsel is required for all Professional Service Agreements over $100,000.
[2] Approval by Auditor-Controller is required for all Professional Service Agreements.
[3] Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

PHASE I – Application Coordination and Review

A.1 CONTRACTOR shall perform an application completeness review for the Proposed Project and work with County staff to thoroughly review materials provided by the Applicant to make a determination on the application's completeness consisting of the following two tasks.

A.1.1 Project Initiation/Initial Application Review: CONTRACTOR shall participate in the following tasks:

1) Kick-off meeting with the County and project team to collect relevant project background and site information.
2) Field review of the project site.
3) Review of existing entitlements (including conditions of approval) and the previously adopted Environmental Impact Report (EIR).
4) Coordination of an inter-agency review meeting to facilitate review of application materials.
5) Determine completeness of the project application.
6) Prepare and issue a letter to the Applicant specifying whether their application is considered complete or incomplete, within 30 days of filing of the application. An incomplete letter shall specify all materials necessary for a complete application.

A.1.2 Incomplete Application/Final Application Review/Completeness Letter: This scope of work assumes that the initial application submittal would require revisions and would initially be deemed incomplete. In this event, CONTRACTOR shall:

1) Review resubmitted application materials.
2) Coordinate with County agencies and departments to resolve incomplete items.
3) Prepare and issue a letter to the Applicant advising their application is complete. This task assumes that only one round of revisions would be

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required before the application is deemed complete. Additional rounds of review would be billed on a time and material basis.

4) CONTRACTOR shall complete a thorough review of the Applicant-prepared technical documentation to ensure there is sufficient detail to support the CEQA analysis (see Task A.3), identify outstanding items, and establish the schedule for completion of the Proposed Project.

A.2 CONTRACTOR shall assist the County with finalizing the completed application identified in A.1 and A.2. This will include:

A.2.1 CONTRACTOR shall work with the County to ensure all completed application materials are uploaded and appropriately tagged and described in Accela.

A.2.2 CONTRACTOR shall prepare a planning analysis of the completed application.

A.2.3 CONTRACTOR shall prepare and provide project conditions and mitigations to County.

PHASE II – Environmental Documentation

A.3 CONTRACTOR shall prepare the CEQA documentation for the Proposed Project in accordance with CEQA and Monterey County procedures consisting of the following tasks.

A.3.1 Determine Appropriate Level of CEQA Documentation:
CONTRACTOR shall work with County staff to determine the appropriate level and type of CEQA documentation required for the Proposed Project. This determination would be based on the available background materials, including previous CEQA documentation for the project site and other details related to the Proposed Project.

CONTRACTOR assumes that an EIR Addendum to the East Garrison Specific Plan Subsequent EIR would be the appropriate level of CEQA review for the Proposed Project.

CONTRACTOR has included an optional task in this scope of work describing additional tasks and costs in the event the County determines that a Supplemental EIR ("SEIR") is the appropriate level of documentation for the Proposed Project.

A.3.2 Administrative Draft EIR Addendum:

1) CONTRACTOR shall provide an electronic copy of the Administrative Draft EIR Addendum to the County for review and comment. The document shall contain the following mandated sections:

   A. Introduction. The introduction section would briefly describe the Proposed Project. The introduction would include an overview of the

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Proposed Project and a summary of the previous CEQA document(s) applicable to the EIR Addendum. The introduction will also include an overview of the CEQA regulations as they pertain to EIR addendums.

B. Project Description. The EIR Addendum would provide a detailed description of the Proposed Project based on information provided by the County and the Applicant. The project description would include the regional and vicinity location, project objectives, any existing improvements on the site, and relevant site and vicinity history. The project description would also provide background on the previously approved environmental documentation and how the Proposed Project differs from what was originally approved. This section would include site plans, photographs, and other graphics depicting all aspects of the project, including the following: 1) grading and engineering characteristics; 2) development drawings (including site plans, floor plans, and elevations); 3) infrastructure improvements (on-site and off-site, as appropriate); and 4) landscaping and design features. The project would be described in terms of its technical, economic and environmental characteristics. The project description also would identify intended uses of the EIR Addendum.

C. Environmental Setting, Impacts, and Mitigation. The topics proposed for analysis in the EIR Addendum are anticipated to include, but are not limited to, aesthetics, geology, soils and drainage, hydrology and groundwater supply system, water quality, air quality/climate change, biological resources, land use and planning, transportation/circulation/traffic analysis, wastewater disposal and treatment, hazardous materials, public services recreation and noise. Each resource section would be separately analyzed in the EIR Addendum and, where appropriate, mitigation measures would be identified to lessen project-related effects to a less-than-significant level. For the purposes of this scope of work, CONTRACTOR assumes that all technical reports provided as part of the application process under Task A.1 would be of sufficient content and quality to provide the basis for the air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials hydrology, noise, transportation, and water supply sections of the EIR Addendum. For each environmental topic, the EIR Addendum would include a discussion of existing conditions and would identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue compared to the findings of the East Garrison Specific Plan Subsequent EIR. The project impact section would present new potentially significant impacts and identify mitigation which avoids or

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reduces new or greater impacts to a less-than-significant level where feasible.

D. Graphics. CONTRACTOR shall prepare appropriate graphics and tables to present the environmental analysis.

E. References/List of Preparers. CONTRACTOR shall identify all sources used as a reference in the EIR Addendum, as well as a listing of all persons involved in the preparation or otherwise contacted during the preparation of the document.

The Administrative Draft EIR Addendum will address all issue areas identified in the most current version of the CEQA Guidelines Appendix G Environmental Checklist Form (2023). The key areas of analysis for the Proposed Project Administrative Draft EIR Addendum are summarized below.

Aesthetics: The Administrative Draft EIR Addendum will describe the existing visual characteristics of the Proposed Project. The Administrative Draft EIR Addendum will evaluate the visual effects of the Proposed Project, including design changes (colors, building materials, elevations, etc.) compared to the previously approved project, and its consistency with all applicable Monterey County General Plan policies, zoning requirements, and design guidelines.

Air Quality: Build-out of the Proposed Project could result in temporary air quality impacts during construction and permanent air quality impacts during operation, as well as cumulative air quality impacts. The Administrative Draft EIR Addendum will summarize the results of the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Biological Resources: Implementation of the Proposed Project could, directly and indirectly, affect biological resources. The Administrative Draft EIR Addendum will summarize the results of the updated Biological Assessment *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required. This scope of work does not include a peer review of the Biological Assessment.

Cultural & Tribal Cultural Resources: The Administrative Draft EIR Addendum will evaluate the potential effects to cultural resources based on the available data and records. The Administrative Draft EIR Addendum will summarize the results of the updated Historical Resources Assessment and the Cultural Resources Assessment *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required. This scope of work does not include a peer review of the updated historical resources assessment or the cultural resources assessment. The Administrative

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Draft EIR Addendum will also summarize the results of AB 52 outreach conducted by the County.

Energy: The Administrative Draft EIR Addendum will evaluate the potential impacts related to construction-phase and operational-phase energy used as a result of the Proposed Project. The energy analysis would be based, in part, on the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1*. Mitigation measures would be identified as applicable to reduce impacts to a less-than-significant level.

Geology and Soils: Construction of the Proposed Project could result in impacts related to the geological conditions of the site. The Administrative Draft EIR Addendum will summarize the results of the updated Geotechnical Exploration *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Greenhouse Gas Emissions: Construction and operation of the Proposed Project could result in an overall increase in greenhouse gas (GHG) emissions compared to existing conditions. The Administrative Draft EIR Addendum will summarize the results of GHG emissions modeling provided in the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1.* CONTRACTOR will compare the modeled GHG emissions against adopted air quality management plans and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Hazards and Hazardous Materials: The Proposed Project would be located on the former Fort Ord Military base. Prior military use in the project area has the potential to expose future site occupants and construction personnel to residual hazardous materials or other hazards. The Proposed Project would relocate residential uses to areas previously analyzed for commercial use or vehicle parking. The Administrative Draft EIR Addendum will evaluate potential impacts related to hazards and/or hazardous materials based on an updated hazards analysis (assumed to be a Phase I Environmental Site Assessment or equivalent document) *to be provided by the Applicant as part of Task A.1.*

Hydrology and Water Quality: The Administrative Draft EIR Addendum will evaluate the Proposed Project's hydrology and water quality effects. The Administrative Draft EIR Addendum will identify local and regional programs for the maintenance of water quality and the Proposed Project's adherence to these programs. The Administrative Draft EIR Addendum will summarize the results of the updated Hydrological Report *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

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Land Use/Consistency with Plans: The Administrative Draft EIR Addendum will review all applicable land use plans, the Monterey County General Plan, as well as all applicable policies and regulations to determine whether the Proposed Project would conflict with any of those adopted to avoid or mitigate an environmental impact.

Noise: The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in noise impacts. The Administrative Draft EIR Addendum will evaluate construction and operational noise impacts as a result of the Proposed Project, as well as cumulative noise impacts. The Administrative Draft EIR Addendum will summarize the results of the updated Noise Impact Analysis *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Population and Housing: The Proposed Project includes 254 two to three story compact homes and rowhouses compared to the approved project. The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in population increases as a result of the additional housing units. Mitigation measures would be identified, as appropriate, to reduce any impacts to a less than significant level.

Transportation: The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in transportation impacts. The Administrative Draft EIR Addendum will evaluate construction and operational transportation impacts as a result of increased vehicle trips associated with the Proposed Project, as well as cumulative transportation impacts. This will include a VMT analysis to comply with the most recent CEQA thresholds. The Administrative Draft EIR Addendum will summarize the results of the updated Traffic Impact Study *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Utilities: The Proposed Project includes 254 two to three story compact homes and rowhouses compared to the approved project, which could result in increased impacts on utility providers, specifically for potable water. The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in increased impacts to utilities as a result of the Proposed Project. The Administrative Draft EIR Addendum will summarize the results of the updated Water Supply Assessment *to be provided by Applicant as part of Task A.1.* Mitigation measures would be identified, as appropriate, to reduce any impacts to a less than significant level.

Other CEQA Requirements: The Administrative Draft EIR Addendum also will address all other CEQA-required issues, including agricultural resources, mineral resources, public services, wildfire, and references.

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This scope of work does not include production of any hardcopies of the Administrative Draft EIR Addendum.

A.3.3 Revise Administrative Draft EIR Addendum:
CONTRACTOR shall revise the Administrative Draft EIR Addendum based on comments received from the County. This scope assumes no more than one (1) round of comments. CONTRACTOR shall provide to the County an electronic copy of the revised Administrative Draft EIR Addendum.

A.3.4 Mitigation Monitoring and Reporting Program:
CONTRACTOR shall prepare a Mitigation Monitoring and Reporting Plan ("MMRP"). Mitigation measures recommended for those impacts, as identified in the EIR Addendum would be summarized in the MMRP, along with responsibility for implementation, timing of implementation, and oversight responsibility. This scope of work does not include production of any hardcopies of the EIR Addendum or MMRP.

A.3.5 Finalize Conditions and Mitigation in Accela:
CONTRACTOR shall update the Accela file for the Proposed Project with the completed environmental documentation and update conditions and mitigation measures to reflect the MMRP prepared under Task 3e.

Optional Tasks – Preparation of Supplemental EIR

OPT 3 Prepare Supplemental EIR. In the event that CONTRACTOR and County determine that a Supplemental EIR (SEIR) is the appropriate level of environmental documentation and written authorization is provided by County, CONTRACTOR shall prepare the SEIR for the Proposed Project in accordance with CEQA and Monterey County procedures. This effort would consist of the following tasks, in addition to the tasks described in A.3.2 Administrative Draft EIR Addendum:

Optional Task 3a: Notice of Preparation and Participate in Scoping Meeting:
CONTRACTOR shall prepare the Notice of Preparation ("NOP") for the Proposed Project in accordance with CEQA and Monterey County procedures. The NOP will be electronically submitted in draft form to the County, Applicant, and other members of the project team, as appropriate, for review and comment prior to public distribution. The NOP will include a brief project description (including figures) and identification of potential environmental impacts in accordance with CEQA Guidelines §15082.

CONTRACTOR shall prepare drafts of the required notices for review and comment (i.e., Notice of Completion and Summary Form for State Clearinghouse submission). Upon receipt of comments, CONTRACTOR will revise the NOP and notices and electronically submit a final version to the County for distribution. This task assumes that the County will be responsible for distribution and noticing. The NOP would circulate for a review period of not less than 30 days.

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During the course of the 30-day NOP public comment period (see CEQA Guidelines §15082 and §15375), CONTRACTOR shall attend and participate in one (1) public scoping hearing. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, comment cards, and other materials that may be required. CONTRACTOR shall be responsible for providing a brief presentation on the nature of the scoping meeting and the general requirements of CEQA, including an overview of the environmental process and anticipated project impacts. All comments received at the scoping meeting and during the NOP comment period will be used to determine the appropriate scope of environmental analysis contained in the SEIR. This task assumes the County will be present at the scoping meeting to facilitate and participate in presenting information about the Proposed Project.

CONTRACTOR shall prepare a summary of the scoping meeting comments at the conclusion of the NOP public comment period to be provided to the County, Applicant, and other members of the project team, as appropriate. The summary of comments will be presented in table format, listing the environmental topics and issues specified in each comment letter. Comments on technical issue areas would also be forwarded to the Applicant's technical consultants for their analyses of identified environmental concerns.

Optional Task 3b: Prepare Administrative Draft SEIR: CONTRACTOR shall modify Task 3b to include the following additional mandated sections associated with preparation of an SEIR:

A. Executive Summary. The executive summary section would be included in the SEIR to briefly describe the Proposed Project and to provide a summary of all potential impacts and recommended mitigation measures identified in the SEIR. The summary also would identify areas of controversy and project alternatives evaluated in the SEIR. The impacts and conditions presented in the previous EIR will serve as the primary base of comparison for the analysis.

   CONTRACTOR will prepare updated setting sections and conditions, refined from the existing EIR to focus on the issue areas specific to the Proposed Project. In addition, the SEIR would identify whether the Proposed Project would result in new Long-Term, Cumulative, or Irreversible impacts compared to the findings of the East Garrison Specific Plan Subsequent EIR. It also would identify any Growth Inducing effects of the project.

B. Cumulative Impacts. In accordance with CEQA requirements, the SEIR would analyze potentially significant cumulative impacts anticipated from development of the project combined with past, present, and reasonably foreseeable future projects in the County and project vicinity. The analysis would be based on a list of proposed or anticipated projects in the area, which would be provided by the County.

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C. Alternatives to the Proposed Project. In accordance with CEQA, the SEIR would need to address a reasonable range of alternatives to the Proposed Project that could feasibly meet the project objectives and potentially avoid or lessen any new significant environmental impacts associated with the project.

CONTRACTOR shall consult with County staff and the Applicant to determine up to three (3) feasible alternatives. All alternatives would be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified significant adverse project impacts. This section would identify and discuss the alternative deemed to be environmentally superior pursuant to the requirements of CEQA §15126.6(e)(2). This evaluation would be based on a comparative analysis of the recommended alternatives.

D. Other CEQA-Required Sections. The major environmental issues to be addressed in the EIR are described above. In addition to these and the remaining CEQA checklist environmental topics, the SEIR would include other CEQA-required sections as follows: Growth-Inducing Impacts, Significant Unavoidable Impacts, and Irreversible Effects.

Optional Task 3c: Prepare Public Circulation SEIR. CONTRACTOR will provide an electronic copy of the Public Circulation Draft SEIR to the County upon final review and authorization of the document by the County. This scope assumes that the County, as the CEQA Lead Agency, will be responsible for coordinating the distribution and publication of the Public Circulation Draft SEIR. This scope of work does not include production of any hardcopies of the Public Circulation Draft SEIR.

Optional Task 3d: Prepare Final SEIR. CONTRACTOR will assist County staff with responding to public comments within four weeks after receipt of all public comments, following conclusion of the 45-day review period for the Public Circulation Draft SEIR.

CONTRACTOR will prepare a Final SEIR containing all public comments received and responses to each comment that raises a substantive environmental issue. In addition, the Final SEIR will contain a section showing text edits to the Public Draft SEIR in response to comments received, as appropriate. This scope assumes a minimal number of public comments will be received and that no more than one (1) round of comments from the County will be necessary.

PHASE III – Project Approval Hearings and Internal Coordination Meetings

A.4 Planning Commission Hearing. CONTRACTOR shall, following completion of the EIR Addendum, assist the County in preparing the necessary items for the Planning Commission's consideration of the Proposed Project.

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A.4.1 CONTRACTOR shall prepare a draft staff report summarizing the Proposed Project, describing the completed application and environmental documentation, and summarizing the proposed action to be taken under consideration by the Planning Commission. The staff report also will include a draft resolution recommending the project to the Board of Supervisors for final approval. CONTRACTOR will provide the draft staff report and resolution to the County for review and comments. CONTRACTOR will then revise and finalize the staff report and resolution for the Planning Commission Hearing.

A.4.2 CONTRACTOR will assist the County with presenting the Proposed Project at the Planning Commission Hearing. If necessary, CONTRACTOR will prepare an updated draft resolution to incorporate any comments provided by the Planning Commission. CONTRACTOR also will respond to any comments received by the County on the staff report and/or Addendum after posting of the staff report.

A.5 Board of Supervisors' Meeting. CONTRACTOR shall assist the County in preparing the necessary packet of information for the Board of Supervisor's final approval, assuming the Planning Commission recommends approval.

A.5.1 CONTRACTOR will prepare a draft staff report and resolution, summarizing the Proposed Project, describing the completed application and environmental documentation, and summarizing the proposed action to be taken under consideration by the Board of Supervisors.

A.5.2 CONTRACTOR shall provide the draft staff report and resolution to the County for review and comments. CONTRACTOR will then revise and finalize the staff report and resolution for the Board of Supervisors meeting.

A.5.3 CONTRACTOR will assist the County with presenting the Proposed Project at the Board of Supervisors meeting. If necessary, CONTRACTOR will prepare an updated draft resolution and staff report to incorporate any comments provided by the Board of Supervisors.

1) If the Board of Supervisors provides comments, CONTRACTOR will present the updated resolution and staff report at the next scheduled Board of Supervisors meeting. CONTRACTOR participation in more than one Board of Supervisors meeting is not included in this scope of work and would be billed on a time-and-materials basis.

A.6 Additional Meetings CONTRACTOR shall be available to attend meetings upon request, including internal coordination calls. The scope assumes a maximum of two (2) monthly meetings between May 2023 and February 2024, plus an additional (5) technical meetings on topical issues, for a total of 25 meetings for the Project Manager and staff for meeting attendance. Additional meetings will be billed on a time and materials basis upon approval by the County.

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A.7 Schedule

Preparation of the Administrative Draft EIR Addendum would be completed approximately 12 weeks from the time the application is considered complete. EIR Addendums are not subject to public review under CEQA.

If the optional tasks related to preparation of a SEIR are authorized, CONTRACTOR will work with the County to provide an amended schedule for the Proposed Project.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $184,843 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 following rates or in accordance with the following terms:

Task		Subtotal	Cost Per Task
A.1	***Application Completeness Review***		***$ 24,346***
A.1.1	*Project Initiation/Initial Application Review*	*$13,600*	
A.1.2	*Incomplete Application/Final Application Review/Completeness Letter*	*10,746*	
A.2	***Complete Application***		***$6,162***
A.3	***Prepare CEQA Documentation***		***$40,073***
A.3.1	*Determine Appropriate Level of CEQA Documentation*	*2,664*	
A.3.2	*Prepare Administrative Draft EIR Addendum*	*22,726*	
A.3.3	*Revise Administrative Draft EIR Addendum*	*9,272*	
A.3.4	*Prepare Mitigation Monitoring and Reporting Program*	*2,537*	
A.3.5	*Finalize Conditions and Mitigation in Accela*	*2,874*	
A.4	**Planning Commission Hearing**		**$15,964**
A.5	**Board of Supervisors Meeting**		**$12,270**
A.6	**Additional Meetings**		**$16,455**
	Subtotal Labor		***$115,270***
Optional Task[1]			
OPT-3	**Prepare CEQA Documentation**		**$ 68,457**
OPT-3a	*Prepare Notice of Preparation and Participate in Scoping Meetings*	*7,804*	
OPT-3b	*Prepare Administrative Draft Supplemental EIR*	*40,644*	
OPT-3c	*Prepare Public Circulation SEIR*	*8,704*	
OPT-3d	*Prepare Final SEIR*[2]	*11,305*	
Expenses			
	Reproduction	550	
	Mileage (at current IRS mileage rate)	75	
	Miscellaneous (phone, fax, cellular, postage, courier, etc.)	345	
Subtotal			**$970**

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Task		Subtotal	Cost Per Task
Administration Fee			**$146**
Total Budget			**$116,386**
Total Budget with Optional Task			**$184,843**

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT 2

SCHEDULE OF PERFORMANCE

Task	Target Date
1. Final Phase Planning Documents a. Developer to submit redline changes of EG Specific Plan and Pattern Book to County b. Developer to submit Final Phase Parking Analysis and Updated Water Assessment	a. May 19, 2023 b. May 19, 2023
2. Final Phase Entitlement Agreements a. Developer to submit redline changes to DDA, First Implementation Agreement and other agreements requiring changes per Final Phase Plan b. Board of Supervisors approve Reimbursement Agreement for outside planning consultant (DDA) to expedite process.	a. May 19, 2023 b. May 16, 2023
3. Final Phase Entitlements: a. County Staff/DDA – Review Final Phase Plan Submittal Plans and Documents b. CEQA Determination* c. Administrative Draft CEQA Document d. Final CEQA Document e. Planning Commission Hearing f. Board of Supervisors Hearing	a. Within 30 days of submittal b. Within 30 days of submittal c. Within 90 days of application deemed complete d. November 2023 e. December 2023 f. February 2024

**NOTE: CONTRACTOR shall work with County staff to determine the appropriate level and type of CEQA documentation required for the proposed project. For purposes of this schedule only, the timeline is based on an EIR Addendum to the East Garrison Specific Plan Subsequent EIR and is subject to change pending final CEQA determination.*

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16313 ; Amendment No.: 1
Consider renewing and amending a Funding Agreement (FA) between UPC East Garrison, LLC/Century Communities and the County of Monterey and renewing and amending a Professional Services Agreement (PSA) between Denise Duffy & Associates Inc. and the County of Monterey to extend the term of the FA and PSA to June 30, 2026 and to increase the not to exceed contract amounts by $161,972 and $124,445 respectively, for condition compliance and parking analysis services associated with the East Garrison final phase amendment project (PLN230321-AMD2).

PASSED AND ADOPTED on this 13th day of May 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 13, 2025.

Dated: May 13, 2025
File ID: A 25-145
Agenda Item No.: 37

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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RENEWAL AND AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
UCP EAST GARRISON, LLC

THIS AMENDMENT NO. 1 to Funding Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California ("County") and UCP East Garrison, LLC ("PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and retroactive to of July 1, 2024.

WHEREAS, PROJECT APPLICANT received approval for a Combined Development Permit (PLN030204) from the Board of Supervisors on October 4, 2005, for the East Garrison Specific Plan and Combined Development Permit Amendment Project ("Project");

WHEREAS, PROJECT APPLICANT requested the County contract with a qualified planning and environmental consultant to provide additional application processing and environmental support services necessary to timely expedite reviewing and processing the application, including California Environmental Quality Act (CEQA) documentation;

WHEREAS, PROJECT APPLICANT entered into Funding Agreement A-16313 with the County to provide funding for the planning and environmental services of the Project in an amount not to exceed $240,295.90 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, concurrent with approval of the Funding Agreement, the County entered into Professional Services Agreement A-16313 with Denise Duffy & Associates, Inc., ("CONTRACTOR") to provide environmental services for the Project in an amount not to exceed $184,843 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, the Agreement expired by its own terms on June 30, 2024;

WHEREAS, the Agreement's provisions require updating;

WHEREAS, additional planning services are necessary to provide ongoing pre-construction condition compliance related to services through recordation of the final map; and

WHEREAS, additional funds are necessary for CONTRACTOR to continue to provide services; and

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term for two (2) years to June 30, 2026, with a retroactive start date of July 1, 2024, and increase the Agreement amount of $240,295.90 by $161,791.50 for a new Agreement amount of $402,087.40; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. This Agreement A-16313 is hereby renewed retroactive to July 1, 2024, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.

2. Amend the last sentence and update the table in Paragraph 1, "Deposits to Fund PSA and County Fee for Contract Administration," to read as follows:

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This totals $269,032.15 and includes:

CONTRACTOR's Base Budget (excluding optional task)	$233,941.00
County Project Management/Contract Administration	35,091.15
Total Deposit	$269,032.15

PROJECT APPLICANT shall deposit $269,032.15 with the County of Monterey Housing and Community Development Department (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANT's deposit of $269,032.15 with the County shall be a condition precedent to County's obligation under this AGREEMENT.

3. Amend the last sentence of Paragraph 2, "Fifteen Percent (15%) Project Contingency," to read as follows:

This fifteen percent (15%) Project Contingency totals $35,091.15 and is subject to the procedures set forth in this AGREEMENT.

4. Amend Paragraph 3, "Budget Under AGREEMENT," to read as follows:

The amount which may be charged to PROJECT APPLICANT under this AGREEMENT is $402,087.40.

CONTRACTOR'S Base Budget	$233,941.00
Project Mgmt/Contract Admin Fee (15% of Base Budget)	$35,091.15
Subtotal Due Upon Approval	*$269,032.15*
Project Contingency Fee (15% of Base Budget)	$35,091.15
Subtotal Base Budget Contingency	*$35,091.15*
Optional Tasks	$75,357.00
Project Contingency (15% of Optional Task)	$11,303.55
Project Mgmt/Contract Admin Fee (15% of Optional Task)	$11,303.55
Subtotal Optional Task	*$97,964.10*
TOTAL Budget Under AGREEMENT	**$402,087.40**

5. Amend Paragraph 7, "Payment(s) to CONTRACTOR and County," to add item "e., Payments to County," to read as follows:

Project Applicant shall respond to reimbursement requests promptly and within thirty (30) days of receipt of the request. Failure to timely reply with payment may result in additional fees.

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6. Amend Paragraph 9, "Term," to read as follows:

   AGREEMENT shall become effective May 22, 2023 and continue through June 30, 2026, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

7. Amend the first sentence of Paragraph b, "County Contract Administration Fee," of Paragraph 7, "Payment(s) to CONTRACTOR and County," to read as follows:

   The County Project Management and Contract Administration Fee of $35,091.15 (base budget) associated with the PSA between the County and CONTRACTOR shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey Board of Supervisors.

8. Amend the first sentence of Paragraph c, "Project Contingency," of Paragraph 7, "Payment(s) to CONTRACTOR and County," to read as follows:

   An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed $35,091.15, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT.

9. Amend the first sentence of Paragraph 10, "Termination," to read as follows:

   AGREEMENT shall terminate on June 30, 2026, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days written notice to the other.

10. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

11. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

12. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 7253F02D-431D-48AB-A4DA-3A628EE304F9

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Funding Agreement which shall be retroactively effective July 1, 2024.

COUNTY OF MONTEREY

By: N/A
Contracts/Purchasing Officer

Date:

By: craig spencer (Signed by: craig spencer 9A435825BB244EC...)
Craig W. Spencer, Director

Date: 5/18/2025

Approved as to Form
County Counsel
Susan K. Blitch, County Counsel

By: Michael Whilden (Signed by: Michael Whilden 2C6F38174D494DD...)
Michael Whilden, Deputy County Counsel

Date: 7/1/2025

Approved as to Fiscal Provisions

By: Patricia Ruiz (DocuSigned by: Patricia Ruiz E79EF64E57454F6...)
Auditor/Controller

Date: 5/19/2025

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

UCP EAST GARRISON, LLC

By: Daniel Turpin (DocuSigned by: Daniel Turpin 360FFB13F45C486...)
(Chair, President, or Vice President)

Daniel Turpin, Division President
Name and Title

Date: 5/20/2025

By: Dean Mills (DocuSigned by: Dean Mills 8490EE23C4CA49C...)
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Dean Mills, Vice President
Name and Title

Date: 7/16/2025

Approved as to Form

By: Holly T. Cordova (DocuSigned by: Holly T. Cordova 4F1CFD63690E433...)
Holly Traube Cordova
Regional Legal Counsel

Date: 6/13/2025

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

ATTACHMENT 4

Executed Professional Services Agreement A-16313
and Amendment No. 1
with Denise Duffy & Associates, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
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Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

The first and second motion were not accurately determined, however, the consent agenda passed to approve Consent Calendar Item Numbers 25 through 51.1.

Agreement No.: A-16313
a. Approve and authorize the Housing and Community Development Director to execute a Professional Services Agreement with Denise Duffy & Associates, Inc., to provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment (PLN030204) in an amount not to exceed $184,843 effective upon execution of the agreement and ending June 30, 2024;
b. Approve and authorize the Housing and Community Development Director to execute a Funding Agreement with UCP East Garrison, LLC, the Master Developer for the East Garrison Project, inclusive of contingency and optional task funding, for the not to exceed amount of $240,295 effective upon execution and ending June 30, 2024;
c. Authorize the Housing and Community Development Director, or designee, to execute future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10%, subject to review by County Counsel.

PASSED AND ADOPTED on this 16th day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 16, 2023.

Dated: May 22, 2023
File ID: 23-376
Agenda Item No.: 49

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide planning and environmental services for the East Garrison Specific Plan and Combined Development Permit Amendment Project (PLN030204) ("Proposed Project").

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $184,843.

3. TERM OF AGREEMENT. The term of this Agreement is from upon execution to June 30, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ Agreement Under $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☒ Agreement Over $100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in

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effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ***ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).*** *The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99.***

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this

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Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II Name and Title	Tyler Potter, J.D., AICP, Senior Planner Name and Title
Housing & Community Development 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527 Address	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940 Address
(831) 755-4832 194-HCD-Contracts@co.monterey.ca.us Phone and Email	(831) 373-4341 x37 tpotter@ddaplanning.com Phone and Email

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16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

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16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

**********THIS SECTION INTENTIONALLY LEFT BLANK**********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Denise Duffy & Associates, Inc. Contractor's Business Name*
Date: _____	By: DocuSigned by: Denise Duffy 1AE402F4D393490... Signature
By: DocuSigned by: Craig Spencer 9A435825BB2... Craig W. Spencer Working out of class as Director of Housing and Community Development	Denise Duffy, President Name and Title
Date: 5/22/2023	Date: 5/5/2023
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel[1]	
By: DocuSigned by: Michael Whilden 0F98C5BE9B6F... Michael J. Whilden Deputy County Counsel	By: DocuSigned by: Denise Duffy 1AE402F4D393490... Signature
Date: 5/5/2023	Denise Duffy, Secretary Name and Title
Approved as to Fiscal Provisions[2]	
By: DocuSigned by: Jennifer Forsyth 4E7E657875454A... Auditor-Controller	Date: 5/5/2023
Date: 5/5/2023	
Approved as to Liability Provisions[3] Office of the County Counsel-Risk Management	
By: N/A Risk Manager	
Date: _____	

County Board of Supervisors' Agreement Number: _____

*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 the 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.

[1] Approval by County Counsel is required for all Professional Service Agreements over $100,000.
[2] Approval by Auditor-Controller is required for all Professional Service Agreements.
[3] Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

PHASE I – Application Coordination and Review

A.1 CONTRACTOR shall perform an application completeness review for the Proposed Project and work with County staff to thoroughly review materials provided by the Applicant to make a determination on the application's completeness consisting of the following two tasks.

A.1.1 Project Initiation/Initial Application Review: CONTRACTOR shall participate in the following tasks:

1) Kick-off meeting with the County and project team to collect relevant project background and site information.
2) Field review of the project site.
3) Review of existing entitlements (including conditions of approval) and the previously adopted Environmental Impact Report (EIR).
4) Coordination of an inter-agency review meeting to facilitate review of application materials.
5) Determine completeness of the project application.
6) Prepare and issue a letter to the Applicant specifying whether their application is considered complete or incomplete, within 30 days of filing of the application. An incomplete letter shall specify all materials necessary for a complete application.

A.1.2 Incomplete Application/Final Application Review/Completeness Letter: This scope of work assumes that the initial application submittal would require revisions and would initially be deemed incomplete. In this event, CONTRACTOR shall:

1) Review resubmitted application materials.
2) Coordinate with County agencies and departments to resolve incomplete items.
3) Prepare and issue a letter to the Applicant advising their application is complete. This task assumes that only one round of revisions would be

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required before the application is deemed complete. Additional rounds of review would be billed on a time and material basis.

4) CONTRACTOR shall complete a thorough review of the Applicant-prepared technical documentation to ensure there is sufficient detail to support the CEQA analysis (see Task A.3), identify outstanding items, and establish the schedule for completion of the Proposed Project.

A.2 CONTRACTOR shall assist the County with finalizing the completed application identified in A.1 and A.2. This will include:

A.2.1 CONTRACTOR shall work with the County to ensure all completed application materials are uploaded and appropriately tagged and described in Accela.

A.2.2 CONTRACTOR shall prepare a planning analysis of the completed application.

A.2.3 CONTRACTOR shall prepare and provide project conditions and mitigations to County.

PHASE II – Environmental Documentation

A.3 CONTRACTOR shall prepare the CEQA documentation for the Proposed Project in accordance with CEQA and Monterey County procedures consisting of the following tasks.

A.3.1 Determine Appropriate Level of CEQA Documentation:
CONTRACTOR shall work with County staff to determine the appropriate level and type of CEQA documentation required for the Proposed Project. This determination would be based on the available background materials, including previous CEQA documentation for the project site and other details related to the Proposed Project.

CONTRACTOR assumes that an EIR Addendum to the East Garrison Specific Plan Subsequent EIR would be the appropriate level of CEQA review for the Proposed Project.

CONTRACTOR has included an optional task in this scope of work describing additional tasks and costs in the event the County determines that a Supplemental EIR ("SEIR") is the appropriate level of documentation for the Proposed Project.

A.3.2 Administrative Draft EIR Addendum:

1) CONTRACTOR shall provide an electronic copy of the Administrative Draft EIR Addendum to the County for review and comment. The document shall contain the following mandated sections:

   A. Introduction. The introduction section would briefly describe the Proposed Project. The introduction would include an overview of the

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Proposed Project and a summary of the previous CEQA document(s) applicable to the EIR Addendum. The introduction will also include an overview of the CEQA regulations as they pertain to EIR addendums.

B. Project Description. The EIR Addendum would provide a detailed description of the Proposed Project based on information provided by the County and the Applicant. The project description would include the regional and vicinity location, project objectives, any existing improvements on the site, and relevant site and vicinity history. The project description would also provide background on the previously approved environmental documentation and how the Proposed Project differs from what was originally approved. This section would include site plans, photographs, and other graphics depicting all aspects of the project, including the following: 1) grading and engineering characteristics; 2) development drawings (including site plans, floor plans, and elevations); 3) infrastructure improvements (on-site and off-site, as appropriate); and 4) landscaping and design features. The project would be described in terms of its technical, economic and environmental characteristics. The project description also would identify intended uses of the EIR Addendum.

C. Environmental Setting, Impacts, and Mitigation. The topics proposed for analysis in the EIR Addendum are anticipated to include, but are not limited to, aesthetics, geology, soils and drainage, hydrology and groundwater supply system, water quality, air quality/climate change, biological resources, land use and planning, transportation/circulation/traffic analysis, wastewater disposal and treatment, hazardous materials, public services recreation and noise. Each resource section would be separately analyzed in the EIR Addendum and, where appropriate, mitigation measures would be identified to lessen project-related effects to a less-than-significant level. For the purposes of this scope of work, CONTRACTOR assumes that all technical reports provided as part of the application process under Task A.1 would be of sufficient content and quality to provide the basis for the air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials hydrology, noise, transportation, and water supply sections of the EIR Addendum. For each environmental topic, the EIR Addendum would include a discussion of existing conditions and would identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue compared to the findings of the East Garrison Specific Plan Subsequent EIR. The project impact section would present new potentially significant impacts and identify mitigation which avoids or

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reduces new or greater impacts to a less-than-significant level where feasible.

D. Graphics. CONTRACTOR shall prepare appropriate graphics and tables to present the environmental analysis.

E. References/List of Preparers. CONTRACTOR shall identify all sources used as a reference in the EIR Addendum, as well as a listing of all persons involved in the preparation or otherwise contacted during the preparation of the document.

The Administrative Draft EIR Addendum will address all issue areas identified in the most current version of the CEQA Guidelines Appendix G Environmental Checklist Form (2023). The key areas of analysis for the Proposed Project Administrative Draft EIR Addendum are summarized below.

Aesthetics: The Administrative Draft EIR Addendum will describe the existing visual characteristics of the Proposed Project. The Administrative Draft EIR Addendum will evaluate the visual effects of the Proposed Project, including design changes (colors, building materials, elevations, etc.) compared to the previously approved project, and its consistency with all applicable Monterey County General Plan policies, zoning requirements, and design guidelines.

Air Quality: Build-out of the Proposed Project could result in temporary air quality impacts during construction and permanent air quality impacts during operation, as well as cumulative air quality impacts. The Administrative Draft EIR Addendum will summarize the results of the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Biological Resources: Implementation of the Proposed Project could, directly and indirectly, affect biological resources. The Administrative Draft EIR Addendum will summarize the results of the updated Biological Assessment *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required. This scope of work does not include a peer review of the Biological Assessment.

Cultural & Tribal Cultural Resources: The Administrative Draft EIR Addendum will evaluate the potential effects to cultural resources based on the available data and records. The Administrative Draft EIR Addendum will summarize the results of the updated Historical Resources Assessment and the Cultural Resources Assessment *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required. This scope of work does not include a peer review of the updated historical resources assessment or the cultural resources assessment. The Administrative

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Draft EIR Addendum will also summarize the results of AB 52 outreach conducted by the County.

Energy: The Administrative Draft EIR Addendum will evaluate the potential impacts related to construction-phase and operational-phase energy used as a result of the Proposed Project. The energy analysis would be based, in part, on the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1*. Mitigation measures would be identified as applicable to reduce impacts to a less-than-significant level.

Geology and Soils: Construction of the Proposed Project could result in impacts related to the geological conditions of the site. The Administrative Draft EIR Addendum will summarize the results of the updated Geotechnical Exploration *to be provided by the Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Greenhouse Gas Emissions: Construction and operation of the Proposed Project could result in an overall increase in greenhouse gas (GHG) emissions compared to existing conditions. The Administrative Draft EIR Addendum will summarize the results of GHG emissions modeling provided in the updated Air Quality Analysis *to be provided by the Applicant as part of Task A.1.* CONTRACTOR will compare the modeled GHG emissions against adopted air quality management plans and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Hazards and Hazardous Materials: The Proposed Project would be located on the former Fort Ord Military base. Prior military use in the project area has the potential to expose future site occupants and construction personnel to residual hazardous materials or other hazards. The Proposed Project would relocate residential uses to areas previously analyzed for commercial use or vehicle parking. The Administrative Draft EIR Addendum will evaluate potential impacts related to hazards and/or hazardous materials based on an updated hazards analysis (assumed to be a Phase I Environmental Site Assessment or equivalent document) *to be provided by the Applicant as part of Task A.1.*

Hydrology and Water Quality: The Administrative Draft EIR Addendum will evaluate the Proposed Project's hydrology and water quality effects. The Administrative Draft EIR Addendum will identify local and regional programs for the maintenance of water quality and the Proposed Project's adherence to these programs. The Administrative Draft EIR Addendum will summarize the results of the updated Hydrological Report *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

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Land Use/Consistency with Plans: The Administrative Draft EIR Addendum will review all applicable land use plans, the Monterey County General Plan, as well as all applicable policies and regulations to determine whether the Proposed Project would conflict with any of those adopted to avoid or mitigate an environmental impact.

Noise: The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in noise impacts. The Administrative Draft EIR Addendum will evaluate construction and operational noise impacts as a result of the Proposed Project, as well as cumulative noise impacts. The Administrative Draft EIR Addendum will summarize the results of the updated Noise Impact Analysis *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Population and Housing: The Proposed Project includes 254 two to three story compact homes and rowhouses compared to the approved project. The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in population increases as a result of the additional housing units. Mitigation measures would be identified, as appropriate, to reduce any impacts to a less than significant level.

Transportation: The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in transportation impacts. The Administrative Draft EIR Addendum will evaluate construction and operational transportation impacts as a result of increased vehicle trips associated with the Proposed Project, as well as cumulative transportation impacts. This will include a VMT analysis to comply with the most recent CEQA thresholds. The Administrative Draft EIR Addendum will summarize the results of the updated Traffic Impact Study *to be provided by Applicant as part of Task A.1* and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

Utilities: The Proposed Project includes 254 two to three story compact homes and rowhouses compared to the approved project, which could result in increased impacts on utility providers, specifically for potable water. The Administrative Draft EIR Addendum will evaluate the Proposed Project's potential to result in increased impacts to utilities as a result of the Proposed Project. The Administrative Draft EIR Addendum will summarize the results of the updated Water Supply Assessment *to be provided by Applicant as part of Task A.1.* Mitigation measures would be identified, as appropriate, to reduce any impacts to a less than significant level.

Other CEQA Requirements: The Administrative Draft EIR Addendum also will address all other CEQA-required issues, including agricultural resources, mineral resources, public services, wildfire, and references.

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This scope of work does not include production of any hardcopies of the Administrative Draft EIR Addendum.

A.3.3 Revise Administrative Draft EIR Addendum:
CONTRACTOR shall revise the Administrative Draft EIR Addendum based on comments received from the County. This scope assumes no more than one (1) round of comments. CONTRACTOR shall provide to the County an electronic copy of the revised Administrative Draft EIR Addendum.

A.3.4 Mitigation Monitoring and Reporting Program:
CONTRACTOR shall prepare a Mitigation Monitoring and Reporting Plan ("MMRP"). Mitigation measures recommended for those impacts, as identified in the EIR Addendum would be summarized in the MMRP, along with responsibility for implementation, timing of implementation, and oversight responsibility. This scope of work does not include production of any hardcopies of the EIR Addendum or MMRP.

A.3.5 Finalize Conditions and Mitigation in Accela:
CONTRACTOR shall update the Accela file for the Proposed Project with the completed environmental documentation and update conditions and mitigation measures to reflect the MMRP prepared under Task 3e.

Optional Tasks – Preparation of Supplemental EIR

OPT 3 Prepare Supplemental EIR. In the event that CONTRACTOR and County determine that a Supplemental EIR (SEIR) is the appropriate level of environmental documentation and written authorization is provided by County, CONTRACTOR shall prepare the SEIR for the Proposed Project in accordance with CEQA and Monterey County procedures. This effort would consist of the following tasks, in addition to the tasks described in A.3.2 Administrative Draft EIR Addendum:

Optional Task 3a: Notice of Preparation and Participate in Scoping Meeting:
CONTRACTOR shall prepare the Notice of Preparation ("NOP") for the Proposed Project in accordance with CEQA and Monterey County procedures. The NOP will be electronically submitted in draft form to the County, Applicant, and other members of the project team, as appropriate, for review and comment prior to public distribution. The NOP will include a brief project description (including figures) and identification of potential environmental impacts in accordance with CEQA Guidelines §15082.

CONTRACTOR shall prepare drafts of the required notices for review and comment (i.e., Notice of Completion and Summary Form for State Clearinghouse submission). Upon receipt of comments, CONTRACTOR will revise the NOP and notices and electronically submit a final version to the County for distribution. This task assumes that the County will be responsible for distribution and noticing. The NOP would circulate for a review period of not less than 30 days.

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During the course of the 30-day NOP public comment period (see CEQA Guidelines §15082 and §15375), CONTRACTOR shall attend and participate in one (1) public scoping hearing. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, comment cards, and other materials that may be required. CONTRACTOR shall be responsible for providing a brief presentation on the nature of the scoping meeting and the general requirements of CEQA, including an overview of the environmental process and anticipated project impacts. All comments received at the scoping meeting and during the NOP comment period will be used to determine the appropriate scope of environmental analysis contained in the SEIR. This task assumes the County will be present at the scoping meeting to facilitate and participate in presenting information about the Proposed Project.

CONTRACTOR shall prepare a summary of the scoping meeting comments at the conclusion of the NOP public comment period to be provided to the County, Applicant, and other members of the project team, as appropriate. The summary of comments will be presented in table format, listing the environmental topics and issues specified in each comment letter. Comments on technical issue areas would also be forwarded to the Applicant's technical consultants for their analyses of identified environmental concerns.

Optional Task 3b: Prepare Administrative Draft SEIR: CONTRACTOR shall modify Task 3b to include the following additional mandated sections associated with preparation of an SEIR:

A. Executive Summary. The executive summary section would be included in the SEIR to briefly describe the Proposed Project and to provide a summary of all potential impacts and recommended mitigation measures identified in the SEIR. The summary also would identify areas of controversy and project alternatives evaluated in the SEIR. The impacts and conditions presented in the previous EIR will serve as the primary base of comparison for the analysis.

   CONTRACTOR will prepare updated setting sections and conditions, refined from the existing EIR to focus on the issue areas specific to the Proposed Project. In addition, the SEIR would identify whether the Proposed Project would result in new Long-Term, Cumulative, or Irreversible impacts compared to the findings of the East Garrison Specific Plan Subsequent EIR. It also would identify any Growth Inducing effects of the project.

B. Cumulative Impacts. In accordance with CEQA requirements, the SEIR would analyze potentially significant cumulative impacts anticipated from development of the project combined with past, present, and reasonably foreseeable future projects in the County and project vicinity. The analysis would be based on a list of proposed or anticipated projects in the area, which would be provided by the County.

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C. Alternatives to the Proposed Project. In accordance with CEQA, the SEIR would need to address a reasonable range of alternatives to the Proposed Project that could feasibly meet the project objectives and potentially avoid or lessen any new significant environmental impacts associated with the project.

CONTRACTOR shall consult with County staff and the Applicant to determine up to three (3) feasible alternatives. All alternatives would be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified significant adverse project impacts. This section would identify and discuss the alternative deemed to be environmentally superior pursuant to the requirements of CEQA §15126.6(e)(2). This evaluation would be based on a comparative analysis of the recommended alternatives.

D. Other CEQA-Required Sections. The major environmental issues to be addressed in the EIR are described above. In addition to these and the remaining CEQA checklist environmental topics, the SEIR would include other CEQA-required sections as follows: Growth-Inducing Impacts, Significant Unavoidable Impacts, and Irreversible Effects.

Optional Task 3c: Prepare Public Circulation SEIR. CONTRACTOR will provide an electronic copy of the Public Circulation Draft SEIR to the County upon final review and authorization of the document by the County. This scope assumes that the County, as the CEQA Lead Agency, will be responsible for coordinating the distribution and publication of the Public Circulation Draft SEIR. This scope of work does not include production of any hardcopies of the Public Circulation Draft SEIR.

Optional Task 3d: Prepare Final SEIR. CONTRACTOR will assist County staff with responding to public comments within four weeks after receipt of all public comments, following conclusion of the 45-day review period for the Public Circulation Draft SEIR.

CONTRACTOR will prepare a Final SEIR containing all public comments received and responses to each comment that raises a substantive environmental issue. In addition, the Final SEIR will contain a section showing text edits to the Public Draft SEIR in response to comments received, as appropriate. This scope assumes a minimal number of public comments will be received and that no more than one (1) round of comments from the County will be necessary.

PHASE III – Project Approval Hearings and Internal Coordination Meetings

A.4 Planning Commission Hearing. CONTRACTOR shall, following completion of the EIR Addendum, assist the County in preparing the necessary items for the Planning Commission's consideration of the Proposed Project.

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A.4.1 CONTRACTOR shall prepare a draft staff report summarizing the Proposed Project, describing the completed application and environmental documentation, and summarizing the proposed action to be taken under consideration by the Planning Commission. The staff report also will include a draft resolution recommending the project to the Board of Supervisors for final approval. CONTRACTOR will provide the draft staff report and resolution to the County for review and comments. CONTRACTOR will then revise and finalize the staff report and resolution for the Planning Commission Hearing.

A.4.2 CONTRACTOR will assist the County with presenting the Proposed Project at the Planning Commission Hearing. If necessary, CONTRACTOR will prepare an updated draft resolution to incorporate any comments provided by the Planning Commission. CONTRACTOR also will respond to any comments received by the County on the staff report and/or Addendum after posting of the staff report.

A.5 Board of Supervisors' Meeting. CONTRACTOR shall assist the County in preparing the necessary packet of information for the Board of Supervisor's final approval, assuming the Planning Commission recommends approval.

A.5.1 CONTRACTOR will prepare a draft staff report and resolution, summarizing the Proposed Project, describing the completed application and environmental documentation, and summarizing the proposed action to be taken under consideration by the Board of Supervisors.

A.5.2 CONTRACTOR shall provide the draft staff report and resolution to the County for review and comments. CONTRACTOR will then revise and finalize the staff report and resolution for the Board of Supervisors meeting.

A.5.3 CONTRACTOR will assist the County with presenting the Proposed Project at the Board of Supervisors meeting. If necessary, CONTRACTOR will prepare an updated draft resolution and staff report to incorporate any comments provided by the Board of Supervisors.

1) If the Board of Supervisors provides comments, CONTRACTOR will present the updated resolution and staff report at the next scheduled Board of Supervisors meeting. CONTRACTOR participation in more than one Board of Supervisors meeting is not included in this scope of work and would be billed on a time-and-materials basis.

A.6 Additional Meetings CONTRACTOR shall be available to attend meetings upon request, including internal coordination calls. The scope assumes a maximum of two (2) monthly meetings between May 2023 and February 2024, plus an additional (5) technical meetings on topical issues, for a total of 25 meetings for the Project Manager and staff for meeting attendance. Additional meetings will be billed on a time and materials basis upon approval by the County.

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A.7 Schedule

Preparation of the Administrative Draft EIR Addendum would be completed approximately 12 weeks from the time the application is considered complete. EIR Addendums are not subject to public review under CEQA.

If the optional tasks related to preparation of a SEIR are authorized, CONTRACTOR will work with the County to provide an amended schedule for the Proposed Project.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $184,843 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 following rates or in accordance with the following terms:

Task		Subtotal	Cost Per Task
A.1	***Application Completeness Review***		***$ 24,346***
A.1.1	*Project Initiation/Initial Application Review*	*$13,600*	
A.1.2	*Incomplete Application/Final Application Review/Completeness Letter*	*10,746*	
A.2	***Complete Application***		***$6,162***
A.3	***Prepare CEQA Documentation***		***$40,073***
A.3.1	*Determine Appropriate Level of CEQA Documentation*	*2,664*	
A.3.2	*Prepare Administrative Draft EIR Addendum*	*22,726*	
A.3.3	*Revise Administrative Draft EIR Addendum*	*9,272*	
A.3.4	*Prepare Mitigation Monitoring and Reporting Program*	*2,537*	
A.3.5	*Finalize Conditions and Mitigation in Accela*	*2,874*	
A.4	**Planning Commission Hearing**		**$15,964**
A.5	**Board of Supervisors Meeting**		**$12,270**
A.6	**Additional Meetings**		**$16,455**
	Subtotal Labor		***$115,270***
Optional Task[1]			
OPT-3	**Prepare CEQA Documentation**		**$ 68,457**
OPT-3a	*Prepare Notice of Preparation and Participate in Scoping Meetings*	*7,804*	
OPT-3b	*Prepare Administrative Draft Supplemental EIR*	*40,644*	
OPT-3c	*Prepare Public Circulation SEIR*	*8,704*	
OPT-3d	*Prepare Final SEIR*[2]	*11,305*	
Expenses			
	Reproduction	550	
	Mileage (at current IRS mileage rate)	75	
	Miscellaneous (phone, fax, cellular, postage, courier, etc.)	345	
Subtotal			**$970**

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Task		Subtotal	Cost Per Task
Administration Fee			**$146**
Total Budget			**$116,386**
Total Budget with Optional Task			**$184,843**

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16313 ; Amendment No.: 1
Consider renewing and amending a Funding Agreement (FA) between UPC East Garrison, LLC/Century Communities and the County of Monterey and renewing and amending a Professional Services Agreement (PSA) between Denise Duffy & Associates Inc. and the County of Monterey to extend the term of the FA and PSA to June 30, 2026 and to increase the not to exceed contract amounts by $161,972 and $124,445 respectively, for condition compliance and parking analysis services associated with the East Garrison final phase amendment project (PLN230321-AMD2).

PASSED AND ADOPTED on this 13th day of May 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 13, 2025.

Dated: May 13, 2025
File ID: A 25-145
Agenda Item No.: 37

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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RENEWAL AND AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND DENISE DUFFY AND ASSOCIATES, INC.

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and retroactively effective as of July 1, 2024.

WHEREAS, the County entered into Funding Agreement A-16313 with UCP East Garrison, LLC ("Project Applicant") to provide funding for the East Garrison Specific Plan and Combined Development Permit Project ("Project") (PLN030204) in an amount not to exceed $240,295.90 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, CONTRACTOR entered into Professional Services Agreement A-16313 ("PSA") with the County to provide environmental services for the Project in an amount not to exceed $184,843 and for a term of May 22, 2023 through June 30, 2024;

WHEREAS, the Agreement expired by its own terms on June 30, 2024;

WHEREAS, additional funds are needed to complete the Project;

WHEREAS, the Parties wish to renew the Agreement to allow the CONTRACTOR to address the 118 conditions of approval, concerns raised regarding parking availability, and the appeal period and statute of limitations for making a claim per CEQA;

WHEREAS, CONTRACTOR, prior to June 30, 2024, provided approved additional unforeseen planning and environmental support services for the Project to include preparation of a supplemental technical analysis, ongoing planning services in response to comments raised at the Planning Commission hearing, and preparation for the Board of Supervisors' meeting;

WHEREAS, the Parties wish to expand the Scope of Work with Exhibit A-1, Scope of Work/Payment Provisions, to add Tasks A.7, Receive Documents and Establish Compliance Program; A.8, Meeting Attendance, and A.9, Project Management;

WHEREAS, the Agreement provisions require updating; and

WHEREAS, the Parties wish to extend the term of the agreement two (2) years to June 30, 2026, to allow CONTRACTOR to continue to provide services and to increase the Agreement amount of $184,843 by $124,455 for a new not to exceed amount of $309,298.

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NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. This Agreement A-16313 is hereby renewed retroactive to July 1, 2024, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.

2. Amend the first sentence of Section 1, Services to be Provided, to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A** and **A-1** in conformity with the terms of this Agreement.

3. Amend Section 2, Payments by County, to read as follows:

   The County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A** and **A-1** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **$309,298**.

4. Amend the first sentence of Section 3, Term of Agreement, to read as follows:

   The term of this Agreement is from May 22, 2023 to June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement.

5. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

6. Amend Paragraph 9.02, 'Qualifying Insurer," of Section 9.0, "Insurance," to read as follows:

   Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

7. Amend Paragraph 9.03, "Insurance Coverage Requirements," of Section 9.0, "Insurance," to read as follows:

   Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

   Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

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(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such a s computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

8. Rename Paragraph 9.04, "Other Insurance Requirements," of Section 9.0, "Insurance Requirements," to "Other Requirements."

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9. Amend Paragraph 9.04, "Other Insurance Requirements," of Section 9.0, "Insurance Requirements," to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. Amend Section 11., "Non-Discrimination," to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government Code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

11. Amend Agreement to add Paragraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," under Section 16, "Miscellaneous Provisions," as follows:

Independent Contractor Compliance. This section applies to those situations when a CONTRACTOR is awarded an Agreement for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when an Agreement is awarded for multiple phases of a project under a single Agreement/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting,

Docusign Envelope ID: EA6677A0-D37F-4E3A-A61A-CFC6B1146232

including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

Docusign Envelope ID: EA6677A0-D37F-4E3A-A61A-CFC6B1146232

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

COUNTY OF MONTEREY

By: N/A
Contracts/Purchasing Officer

Date:

By: Signed by: craig spencer 9A425825BB244EC...
Craig W. Spencer, Director

Date: 5/20/2025

Approved as to Form
County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 2C6F38174D4948B...
Michael Whilden, Deputy County Counsel

Date: 5/20/2025

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79E5E64E57454F6...
Auditor/Controller

Date: 5/20/2025

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

DENISE DUFFY & ASSOCIATES, INC.

By: Signed by: Denise Duffy 1AE402F4D393490...
(Chair, President, or Vice President)

Denise Duffy, President
Name and Title

Date: 5/20/2025

By: Signed by: Denise Duffy 1AE402F4D393490...
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary
Name and Title

Date: 5/20/2025

County Board of Supervisors' Agreement Number: _____ approved on _____.

*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.

Introduced: 5/19/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that accepting the Parcel Map is Statutorily Exempt pursuant to section 15268(b)(3) of the California Environmental Quality Act (CEQA) Guidelines;
b. Accept the Parcel Map for a minor subdivision to divide a 23.67-acre parcel into two parcels containing 18.567 acres and 5.1 acres in size;
c. Accept the Tax Clearance Letter and Subdivision Map Guarantee; and
d. Direct the Clerk of the Board to submit the Parcel Map to the County Recorder for recording, with applicable recording fees to be paid by the applicant.
(Parcel Map - PLN240101/Bates Charles Carroll et al., 577 Viejo Road, Carmel, Greater Monterey Peninsula Area Plan (APN:103-021-007-000)

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Find that accepting the Parcel Map is Statutorily Exempt pursuant to section 15268(b)(3) of the CEQA Guidelines;
b. Accept the Parcel Map for a minor subdivision to divide a 23.67-acre parcel into two parcels containing 18.567 acres and 5.1 acres in size;
c. Accept the Tax Clearance Letter and Subdivision Map Guarantee; and
d. Direct the Clerk of the Board to submit the Parcel Map to the County Recorder for recording, with applicable recording fees to be paid by the applicant.

SUMMARY:

On July 16, 2025, the Chief of Planning approved a Tentative Map for a lot split at 577 Viejo Road, Carmel (File No. PLN240101). Since that time, the landowner has submitted a Property Tax Clearance Certification in accordance with Government Code Section 66492 and the Parcel Map Guarantee in accordance with Government Code Section 66465 of the Subdivision Map Act (SMA). The developer has also met all seven conditions of approval required for clearance prior to recording the Parcel Map. The applicant is now ready to record the final Parcel Map. Staff recommends that the Board accept the Parcel Map and direct the Clerk of the Board to submit the Bates Parcel Map to the County Recorder for recording.

DISCUSSION:

The Parcel Map was reviewed by Housing and Community Development (HCD) and Public Works, Facilities and Parks (PWFP) for compliance with Title 19 and the SMA. As presented in **Attachment A**, the Parcel Map conforms with the regulations and is ready to record.

Of the seven conditions of approval in Resolution No. 25-031 (HCD File No. PLN240101), four were standard legal requirements for a permit of this type (Condition No. 1, Specific Uses, Condition No. 2, record a Permit Approval Notice, and Condition No. 6, Standard Indemnification Obligation, and Condition No. 7, file a Notice of Exemption for the California Environmental Quality Act (CEQA) decision). The applicable public utility companies, Pacific Gas and Electric Co. and California American Water, were given an opportunity to review the draft Parcel Map and comment, therefore Condition No. 3 was met. Condition No. 4, to include Easements and Right-of-Way on the Parcel Map, was also met. Finally, Condition No. 5 requires the landholder to request a new address be assigned to the new parcel's following the recordation of the Parcel Map. The landholder/permit holder has agreed to comply with Condition No. 5 within 2026. In sum, the Parcel Map has satisfied conditions required and the map is ready to be recorded.

California Environmental Quality Act (CEQA)
Approval of final subdivision maps, including Parcel Maps, is considered a ministerial action, and is statutorily exempt from CEQA review, per CEQA Section 15268(b)(3). The project involves the recordation of a Parcel Map, for a previously approved minor subdivision, for which all "prior to recordation of map" conditions have been satisfied.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed this report as to form.
Public Works reviewed the draft Parcel Map for compliance with Title 19 of the Monterey County Code and the Subdivision Map Act.
Cypress Fire Protection District reviewed the parcel design and access routes.

FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543. Fees for filing the Parcel Map will be paid by the permit holder. Staff time associated with this project is charged to the deposit that the landholder provided for both the planning permit (PLN240101), Public Works staff and Cypress Fire Protection District staff time, and HCD's condition compliance activities.

Prepared by: Mary Israel, Supervising Planner, 831-755-5183 israelm@countyofmonterey.gov
Approved by: Craig Spencer, HCD Director, 831-755-5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Vicinity Map
Attachment C - Parcel Map
Attachment D - Property Tax Clearance Certificate

Introduced: 5/19/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

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Prepared by: Mary Israel, Supervising Planner, 831-755-5183 israelm@countyofmonterey.gov
Approved by: Craig Spencer, HCD Director, 831-755-5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Memorandum to the Clerk of the Board
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Attachment A

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COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

CRAIG W. SPENCER, DIRECTOR

Planning – Building - Housing
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025
co.monterey.ca.us

MEMORANDUM

Date: April 30, 2026

To: Valerie Ralph, Clerk of the Board

From: Mary Israel, Supervising Planner x5183

Subject: Bates, Charles Carroll *et al.* (PLN240101)

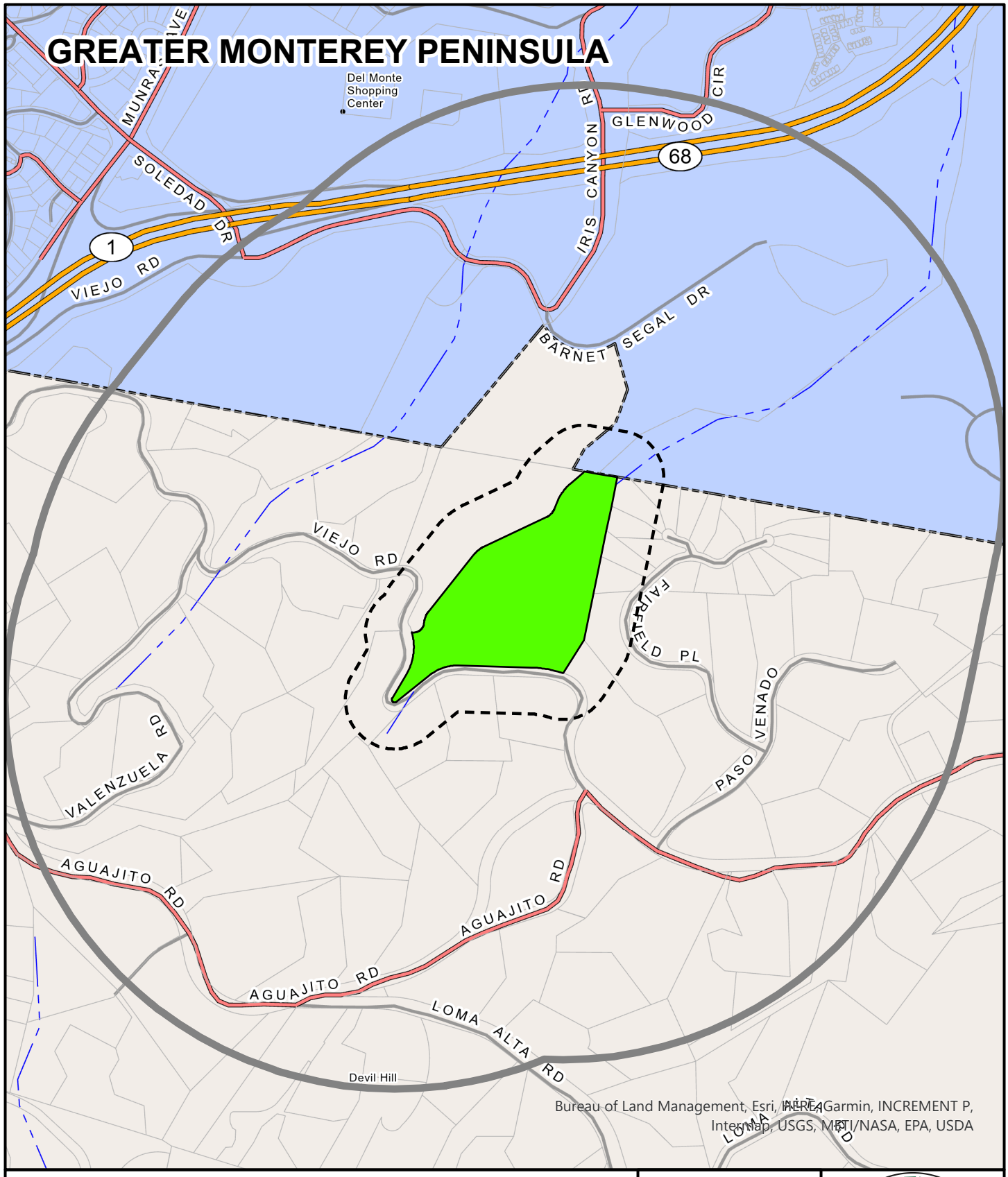
Upon arrival of the Recordation of the Parcel Map by the Board of Supervisors, please take the following actions:

- Submit the Parcel Map to the County Recorder for filing, with filing fees paid by the applicant.

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Attachment B

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APPLICANT: BATES

APN: 103-021-007-000 **FILE #** PLN240101

Project Site | 300 FT Buffer | 2500 FT Buffer

N

0 600

Feet

COUNTY OF MONTEREY CALIFORNIA • 1850 •

PLANNER: MARY ISRA

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Attachment C

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OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

WE ALSO HEREBY OFFER FOR DEDICATION FOR PUBLIC USE NON EXCLUSIVE EASEMENTS FOR PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, COMMUNICATIONS, WATER, AND THEIR NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENTS", P.U.E., AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION; SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE AND/OR PROTECTION OF NATURAL RESOURCES, NON EXCLUSIVE EASEMENTS FOR SCENIC PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS SCENIC EASEMENT AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION: SUCH STRIPS ARE TO BE MAINTAINED BY THE PROPERTY OWNER IN THEIR NATURAL STATE.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE NON-EXCLUSIVE EASEMENTS FOR THE FLOW OR STORAGE OF WATER OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS NATURAL DRAINAGE EASEMENT AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION; SUCH STRIPS ARE TO BE MAINTAINED BY THE PROPERTY OWNER IN THEIR NATURAL STATE.

AS OWNERS:

CHARLES CARROLL BATES AND JANET G. BATES, AS TRUSTEES OF THE BATES FAMILY TRUST

BY: _____

_____ _____
PRINT NAME: TITLE:

SETH PARDEE BATES

BY: _____

_____ _____
PRINT NAME: TITLE:

DAVID TALCOTT BATES

BY: _____

_____ _____
PRINT NAME: TITLE:

ANTHONY STEWART BATES

BY: _____

_____ _____
PRINT NAME: TITLE:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } *SS.*

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____, *WHO PROVED TO* ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER /THEIR SIGNATURES(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NAME OF NOTARY (PLEASE PRINT): _____

NOTARY'S SIGNATURE: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

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NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } *SS.*

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } *SS.*

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____, *WHO PROVED TO* ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER /THEIR SIGNATURES(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND

NAME OF NOTARY (PLEASE PRINT): _____

NOTARY'S SIGNATURE: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

PLN240101 A.P.N.: 103-021-007

PARCEL MAP
OF
"VALENZUELA SPRINGS MINOR SUBDIVISION"
LOT 4, MAP OF LOS RANCHITOS DE AGUAJITO
VOLUME 2 OF SURVEYS AT PAGE 47
MONTEREY COUNTY RECORDS
MONTEREY COUNTY, CALIFORNIA
FOR
DOCTOR AND MRS. CHARLES BATES

LandSet Engineers, Inc.
Salinas, California

OCTOBER 2025
File No. 2820-01JH

Scale: N/A
Sheet 1 of 5

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY STATEMENT:

STATE OF CALIFORNIA
COUNTY OF MONTEREY } SS.

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____, *WHO PROVED TO* ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER /THEIR SIGNATURES(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND

NAME OF NOTARY (PLEASE PRINT): _____

NOTARY'S SIGNATURE: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING MAY BE OMITTED PURSUANT TO SECTION 66445(e) OF THE GOVERNMENT CODE

1. EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 15, 1935 AS BOOK 436, PAGE 85 OF OFFICIAL RECORDS. IN CONNECTION WITH A GRANT DEED EXECUTED BY AND BETWEEN PACIFIC GAS & ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND THE PACIFIC TELEPHONE & TELEGRAPH COMPANY, A CALIFORNIA CORPORATION RECORDED SEPTEMBER 21, 1939 IN VOLUME 630, PAGE 386 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST LANDSET ENGINEERS, INC. IN JULY, 2025.

I HEREBY CERTIFY THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I ALSO STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

_____
GUY R. GIRAUDO,
P.L.S. No. 8703

PROFESSIONAL LAND SURVEYOR
GUY R. GIRAUDO
No. 8703
STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I, MICHAEL K. GOETZ, COUNTY SURVEYOR OF MONTEREY COUNTY, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE HOUSING AND COMMUNITY DEVELOPMENT CHIEF OF PLANNING ON JULY 16, 2025; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATE: _____

_____
MICHAEL K. GOETZ PLS 5667
COUNTY SURVEYOR, COUNTY OF MONTEREY
STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR
MICHAEL K. GOETZ
NO. 5667
STATE OF CALIFORNIA

LEGEND

——— — — ———	= INDICATES PROPERTY BOUNDARY LINE
——— - - ——— - - ———	= INDICATES ADJACENT PROPERTY BOUNDARY LINE
— — — — — —	= INDICATES EASEMENT BOUNDARY LINE
——— — ———	= INDICATES CENTERLINE
— — - — - — - —	= INDICATES BUILDING ENVELOPE
— · — · — · — · —	= INDICATES SEPTIC ENVELOPE
⊙ ■ ●	= INDICATES FOUND MONUMENT, TYPE, CHARACTER, AND REFERENCE AS SHOWN
○	= INDICATES SET PROPERTY CORNER, 3/4" IRON PIPE, LS 8703
IP	= IRON PIPE
SNF,NRF,OU,ASO	= SEARCH FOR NOT FOUND, NO REFERENCE FOUND, ORIGIN UNKNOWN, AS SHOWN ON
(.....–A)	= INDICATES RECORD DATA PER CORNER RECORD 1523
(.....–B)	= INDICATES RECORD DATA PER VOLUME 11 OF SURVEYS AT PAGE 53
(.....–C)	= INDICATES RECORD DATA PER VOLUME 11 OF CITIES & TOWNS AT PAGE 27
[.....]	= INDICATES RECORD DATA PER PARCEL DEEDS AND/OR VOLUME 2 OF SURVEYS, AT PAGE 47
[.....]*	= INDICATES CALCULATED ARC LENGTH FROM DELTA PER DEED

DISTANCES ARE IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

THE CALCULATED BEARING OF S 8°19'38" W BETWEEN FOUND ORIGINAL 4"X 4" POST MONUMENTS (T34L TO T31L) AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "MAP OF LOS RANCHITOS DE AGUAJITO", FILED IN VOLUME 2 OF SURVEYS, AT PAGE 47, MONTEREY COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M., IN

VOLUME _____ OF PARCEL MAPS, AT PAGE _____, AT THE

REQUEST OF LANDSET ENGINEERS, INC.

_____ BY: _____
XOCHITL MARINA CAMACHO
COUNTY RECORDER
DEPUTY

SERIAL NO._____ FEE: $_____

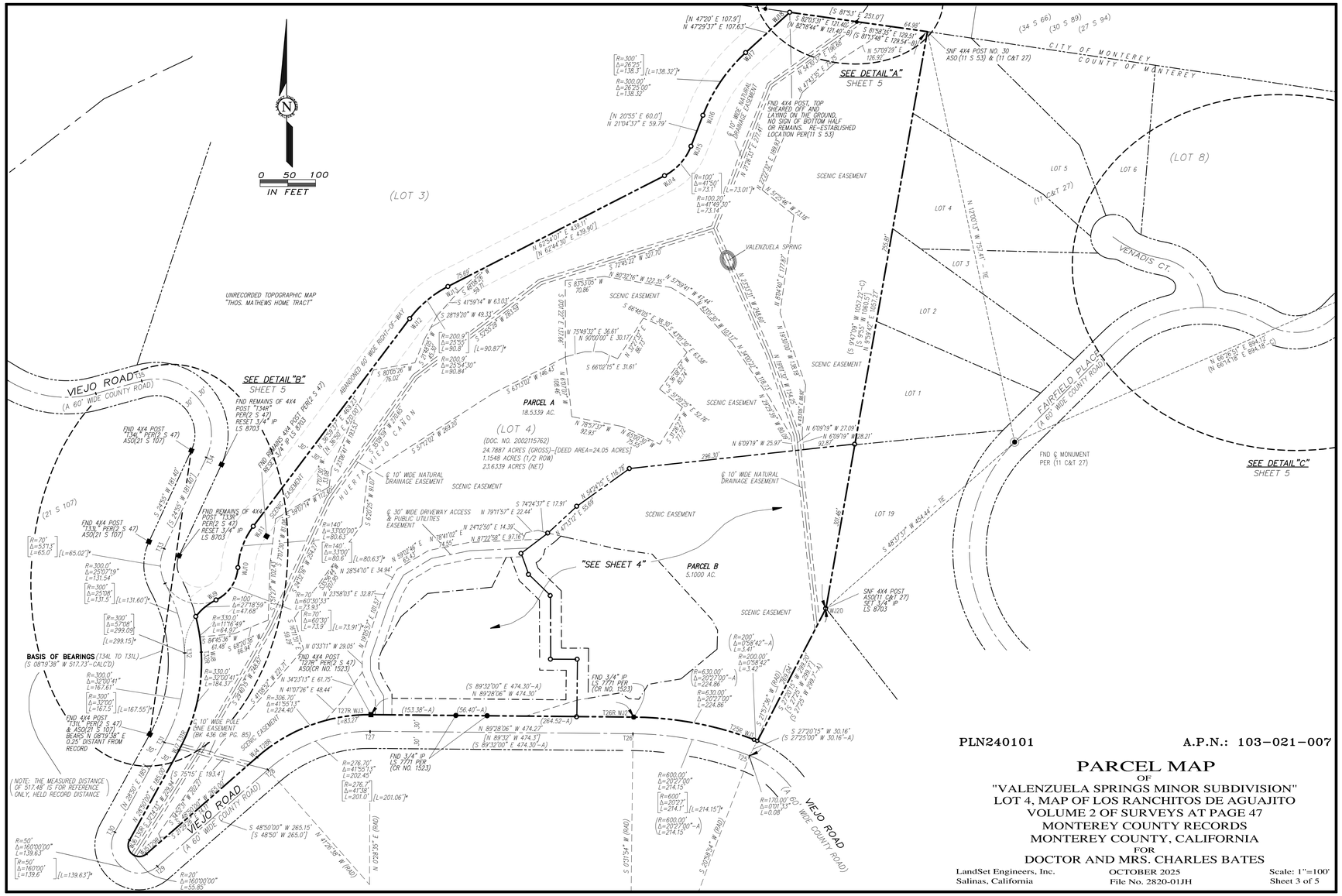
PLN240101 A.P.N.: 103–021–007

PARCEL MAP
OF
"VALENZUELA SPRINGS MINOR SUBDIVISION"
LOT 4, MAP OF LOS RANCHITOS DE AGUAJITO
VOLUME 2 OF SURVEYS AT PAGE 47
MONTEREY COUNTY RECORDS
MONTEREY COUNTY, CALIFORNIA
FOR
DOCTOR AND MRS. CHARLES BATES

LandSet Engineers, Inc.
Salinas, California

OCTOBER 2025
File No. 2820-01JH

Scale: N/A
Sheet 2 of 5



PLN240101 A.P.N.: 103-021-007

PARCEL MAP

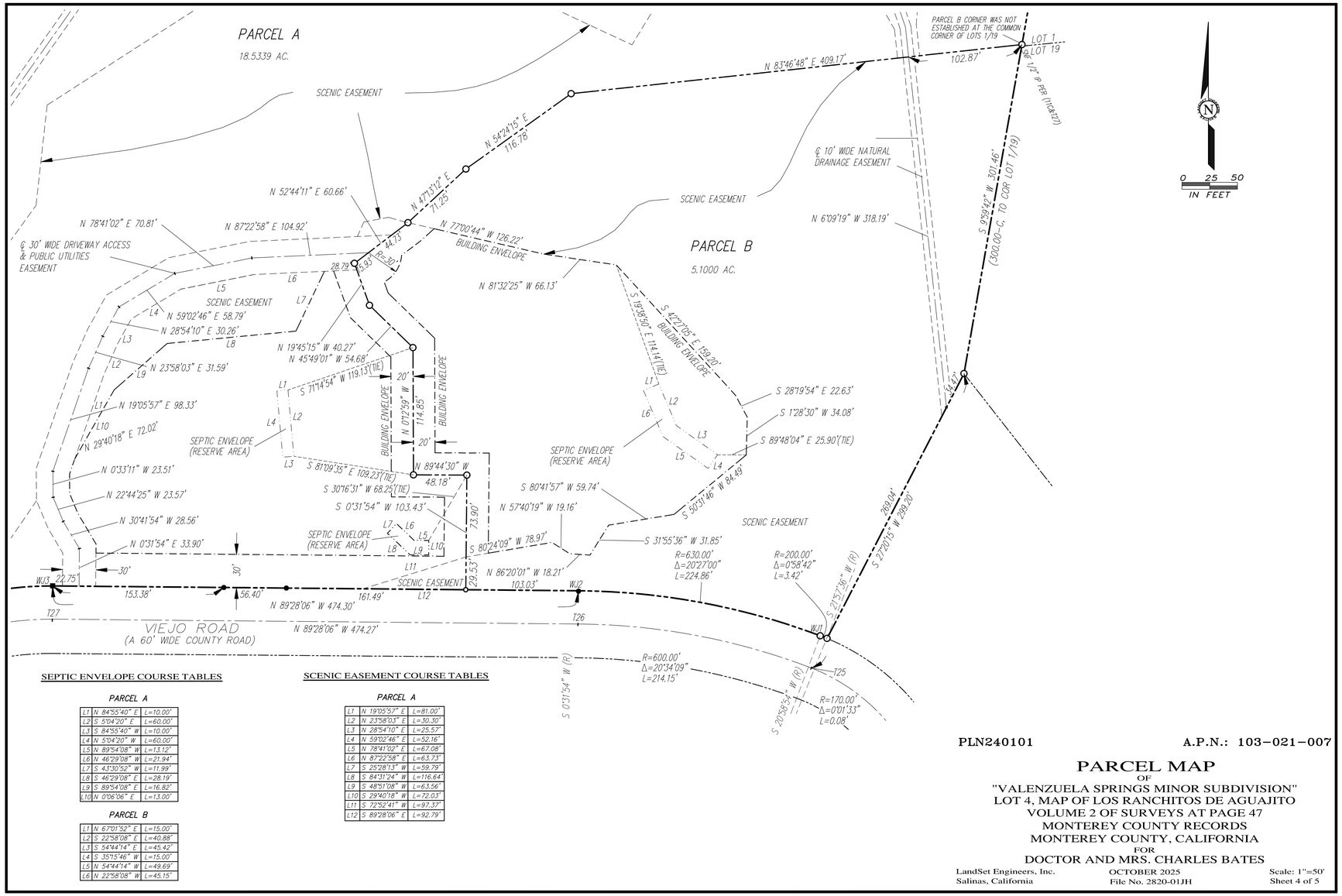
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"VALENZUELA SPRINGS MINOR SUBDIVISION"
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MONTEREY COUNTY, CALIFORNIA

FOR

DOCTOR AND MRS. CHARLES BATES

LandSet Engineers, Inc. Salinas, California | OCTOBER 2025 File No. 2820-01JH | Scale: 1"=100' Sheet 3 of 5



SEPTIC ENVELOPE COURSE TABLES

PARCEL A

L1	N 84°55'40" E	L=10.00'
L2	S 5°04'20" E	L=60.00'
L3	S 84°55'40" W	L=10.00'
L4	N 5°04'20" W	L=60.00'
L5	N 89°54'08" W	L=13.12'
L6	N 46°29'08" W	L=21.94'
L7	S 43°30'52" W	L=11.99'
L8	S 46°29'08" E	L=28.19'
L9	S 89°54'08" E	L=16.82'
L10	N 0°06'06" E	L=13.00'

PARCEL B

L1	N 67°01'52" E	L=15.00'
L2	S 22°58'08" E	L=40.88'
L3	S 54°44'14" E	L=45.42'
L4	S 35°15'46" W	L=15.00'
L5	N 54°44'14" W	L=49.69'
L6	N 22°58'08" W	L=45.15'

SCENIC EASEMENT COURSE TABLES

PARCEL A

L1	N 19°05'57" E	L=81.00'
L2	N 23°58'03" E	L=30.30'
L3	N 28°54'10" E	L=25.57'
L4	N 59°02'46" E	L=52.16'
L5	N 78°41'02" E	L=67.08'
L6	N 87°22'58" E	L=63.73'
L7	S 25°28'13" W	L=59.79'
L8	S 84°31'24" W	L=116.64'
L9	S 48°51'08" W	L=63.56'
L10	S 29°40'18" W	L=72.03'
L11	S 72°52'41" W	L=97.37'
L12	S 89°28'06" E	L=92.79'

PLN240101 A.P.N.: 103-021-007

PARCEL MAP

OF

"VALENZUELA SPRINGS MINOR SUBDIVISION"
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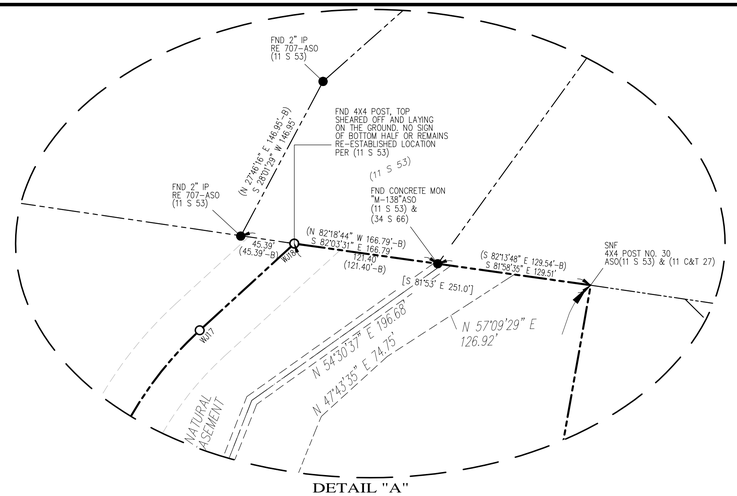
FOR

DOCTOR AND MRS. CHARLES BATES

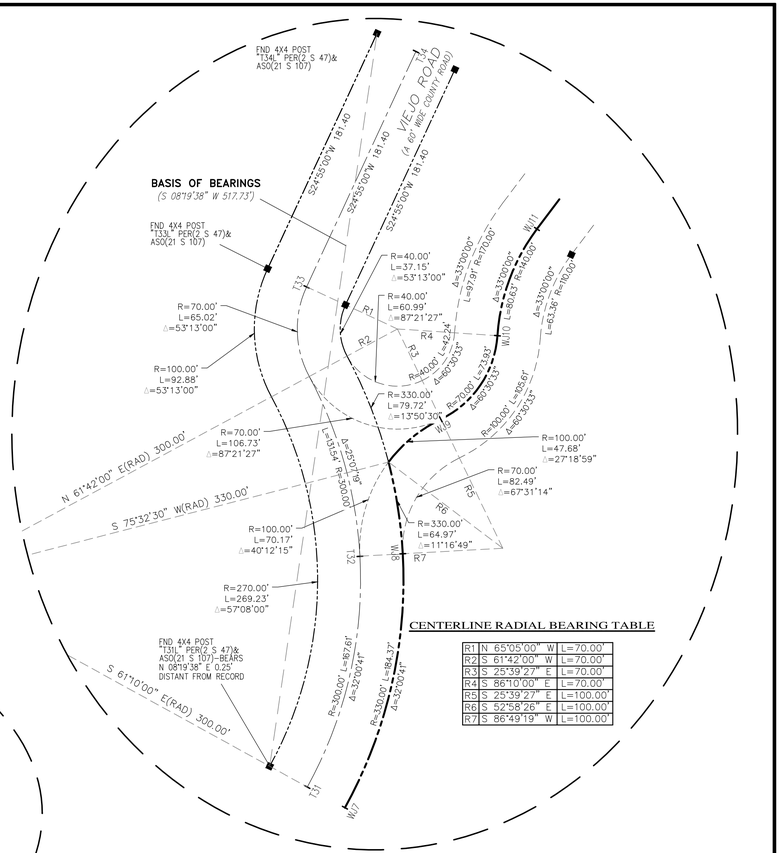
LandSet Engineers, Inc.
Salinas, California

OCTOBER 2025
File No. 2820-01JH

Scale: 1"=50'
Sheet 4 of 5



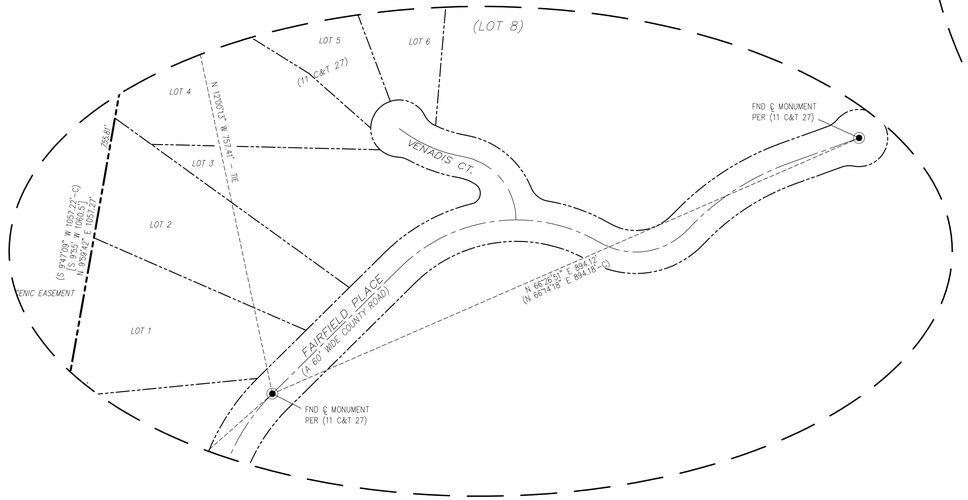
DETAIL "A"
1"= 60'



CENTERLINE RADIAL BEARING TABLE

R1	N 65°05'00" W	L=70.00'
R2	S 61°42'00" W	L=70.00'
R3	S 25°39'27" E	L=70.00'
R4	S 86°10'00" E	L=70.00'
R5	S 25°39'27" E	L=100.00'
R6	S 52°58'26" E	L=100.00'
R7	S 86°49'19" W	L=100.00'

DETAIL "B"
1"= 50'



DETAIL "C"
1"= 100'

PLN240101 A.P.N.: 103-021-007

PARCEL MAP

OF

"VALENZUELA SPRINGS MINOR SUBDIVISION"
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FOR

DOCTOR AND MRS. CHARLES BATES

LandSet Engineers, Inc.
Salinas, California

OCTOBER 2025
File No. 2820-01JH

Scale: AS SHOWN
Sheet 5 of 5

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Attachment D

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County of Monterey

TREASURER – TAX COLLECTOR
Jake Stroud

168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5057
taxcollector@countyofmonterey.gov

PROPERTY TAX CLEARANCE CERTIFICATION (SUBDIVISION)

Parcel Map/
Subdivision: BATES CHARLES C & JANET G TRS ET AL

Owner/Subdivider: BATES CHARLES C & JANET G TRS ET AL

I, Jake Stroud Treasurer/Tax collector of the County of Monterey, State of California, hereby certify that all current, supplemental and delinquent taxes have been paid and also an estimate of the amount of taxes that are a lien not yet due and payable per Government Code §66492

Fiscal Year: 2026-2027

Assessor's Parcel Number(s): 103-021-007-000

JAKE STROUD
Monterey County Treasurer-Tax Collector

By: _____ Date: 5/14/2026
Greisi Salazar
Deputy Tax Collector

THIS TAX CLEARANCE IS VALID THROUGH December 31, 2026

DISCLAIMER: ADDITIONAL SUPPLEMENTAL TAXES AND / OR SPECIAL ASSESSMENTS NOT YET BILLED MAY BECOME A LIEN ON THIS PROPERTY. THESE ASSESSMENTS ARE IN ADDITION TO ANY TAXES THAT MAY HAVE BEEN PREPAID AS A RESULT OF THIS CLEARANCE CERTIFICATION.

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Introduced: 5/19/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept an Amended Conservation and Scenic Easement Deed for the Hain and Allen properties to preserve habitat for Condors and other plant and animal species, at 38020 Rocky Creek Road, Big Sur, (Assessor's Parcel Numbers 418-132-001-000 and 418-132-008-000) related to File No. PLN210263);
c. Authorize the Chair to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN210263, John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/199, 38020 Rocky Creek Road (Lots 1 and 8 of the Rocky Creek Ranch Subdivision), Big Sur, Big Sur Coast Land Use Plan, Coastal Zone. Assessor's Parcel Numbers 418-132-001-000 and 418-132-008-000.)

PROJECT INFORMATION:

Planning File Number: PLN210263
Owners: John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/199
Project Location: 38020 Rocky Creek Road (Lots 1 and 8 of the Rocky Creek Ranch Subdivision), Big Sur
APNs: 418-132-001-000 and 418-132-008-000
Agent: Chris Gourlay
Plan Area: Big Sur Land Use Plan, Coastal Zone
Flagged and Staked: No
CEQA Action: Categorically Exempt pursuant to CEQA Guidelines section 15317

RECOMMENDATION:

Staff recommends that the Board of Supervisors:
a. Find that the acceptance of the Amended Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317; and
b. Accept an Amended Conservation and Scenic Easement Deed for the Hain and Allen properties to preserve habitat for Condors and other plant and animal species, at 38020 Rocky Creek Road, Big Sur, (Assessor's Parcel Numbers 418-132-001-000 and 418-132-008-000) related to File No. PLN210263); and
c. Authorize the Chair to execute the Amended Conservation and Scenic Easement Deed; and

d. Direct the Clerk of the Board to submit the Amended Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

SUMMARY:

The John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust (owners), own Lots 1 and 8 in the Rocky Creek Ranch Subdivision ("the subdivision") off Rocky Creek Road in Big Sur. The property was purchased by the current owners from the Conservancy for the Range of the Condor in September of 2024 and the new owners would like to expand the conservation easement already existing on portions of Lots 1 and 8 within the subdivision to protect California Condor habitat.

DISCUSSION:

On February 4, 1994, a Conservation and Scenic Easement was applied to portions of the subdivision to protect views and cultural resources. As it applies to this application, Lot 1 of the subdivision is 77.127 acres total with 14 acres covered by the existing conservation easement. Lot 8 is 59.32 acres total, with 55 of those covered acres covered in the existing easement.

The application proposes to amended the current Conservation Scenic Easement Deed (Document #2022008941) on Lots 1 and 8 to cover the entirety of the two parcels within the subdivision for the purpose of preserving habitat for Condors and other plant and animal species.

The applicant has submitted a conservation and scenic easement deed (CSED) along with a map showing the general location of the easement on the property, and a metes and bounds description of the area covered. These documents are appended to this Report as **Attachment B**. No construction will be allowed within the easement area. Recordation of this easement will be disclosed to future property owners where development is prohibited on the parcel for the purpose of preserving habitat for Condors and other plant and animal species on the property.

Staff recommends the Board accept, execute, and consent to the recordation of the Amended Conservation and Scenic Easement Deed as shown in **Attachment B.**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Acceptance of the scenic easement qualifies for a Class 17 categorical exemption under CEQA because it constitutes the acceptance of easements to maintain the open space character of the area (CEQA Guidelines, § 15317).

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved the Conservation and Scenic Easement Deed as to form.

FINANCING:

Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development (HCD) Appropriation Unit HCD002, Unit 8543. All costs associated with the maintenance of the CSED will be borne by the project applicant, not the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County with accountability for proper management of our land resources.

Prepared by: Summer Obledo, Permit Technician II ext. 5025
Reviewed and Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Memorandum to the Clerk of the Board
Attachment B - Conservation and Scenic Easement Deed, including:
– Property Legal Description for Lots 1 and 8
Attachment C - Amended Conservation and Scenic Easement Deed Document #2022008941
Attachment D - Existing 1994 Conservation and Scenic Easement Deed, including Monterey County Minor Subdivision Committee Resolution No. 92-67

cc: Front Counter Copy; Summer Obledot, Permit Technician II; Craig Spencer, HCD Director; Chris Gourlay, Agent; John R. Hain and Jennifer L. Allen, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Project File PLN210263

Introduced: 5/19/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
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Agent: Chris Gourlay
Plan Area: Big Sur Land Use Plan, Coastal Zone
Flagged and Staked: No
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FINANCING:
Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development (HCD) Appropriation Unit HCD002, Unit 8543. All costs associated with the maintenance of the CSED will be borne by the project applicant, not the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County with accountability for proper management of our land resources.

Prepared by: Summer Obledo, Permit Technician II ext. 5025
Reviewed and Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
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– Property Legal Description for Lots 1 and 8
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Attachment A

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COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

Planning – Building - Housing
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025
co.monterey.ca.us

MEMORANDUM

Schedule Date: Board of Supervisors Consent Agenda -

To:
Clerk of the Board

From: Summer Obledo, Permit Technician II
HCD-Planning

Subject: Amended Conservation and Scenic Easement Deed for John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/1996 – HCD-Planning File No. PLN210263

After approval/ acceptance by the Board of Supervisors, the Clerk of the Board will submit the Amended Conservation and Scenic Easement Deed (**Attachment B**) to the County Recorder for filing and recordation. Please contact Summer Obledo, HCD Planning, at (831) 783-7095, prior to recording the document.

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Attachment B

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When recorded return to:
COUNTY OF MONTEREY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING
Attn: **SUMMER OBLEDO**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

No fee document pursuant to Government Code section 27383

Owner Name:	John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/1996
Permit No.:	PLN210263
APN:	418-132-001-000/418-132-008-000
Project Planner:	SUMMER OBLEDO

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $ 0
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

_____
Signature of Declarant or Agent

AMENDED CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

This Amendment to the Conservation and Scenic Easement (hereinafter "Amendment") is made this _____ day of _____, ____ by and between John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/1996, as Grantor, and the County of Monterey, a political subdivision of the State of California, as Grantee.

WITNESSETH:

WHEREAS, a previous Amended Conservation and Scenic Easement Deed, Document #2022008941 was recorded on February 22, 2022, with the incorrect Assessor's Parcel Numbers. Upon execution, this version shall supersede the previous Document #2022008941.

WHEREAS, the Board of Supervisors previously approved the Amended Conservation Scenic Easement Deed on January 31, 2022 with the information contained herein is identical to that was previously approved. Therefore, this amendment does not necessitate either a new review or additional approval.

WHEREAS, Grantor is the owner in fee of the real property more particularly described in Exhibit A attached hereto and made a part hereof, situated in Monterey County, California (the Property), in the Big Sur Coast Land Use Plan area; and

WHEREAS, Grantor's predecessor in interest, Marshal Rothman, granted a Conservation and Scenic Easement recorded February 4, 1994, at Reel 3063, Page 369, Official Records of the County of Monterey (the 1994 Easement); and

WHEREAS, Grantor applied to the County for an Amended Conservation and Scenic Easement (PLN210263), (the Amended Easement) to amend the 1994 Easement to voluntarily grant to the County a conservation and scenic easement over the entirety of Lots 1 and 8, as shown on the map filed January 6, 1994, in the Office of the County of Monterey Recorder o, Volume 18, Page 92; and

WHEREAS, Grantor is willing to grant to the County of Monterey the conservation and scenic use to protect the present scenic beauty and existing openness by the restricted use and enjoyment of the Property by Grantor through the imposition of the conditions described in the 1994 Easement (Document No. 9783, recorded February 4, 1994) and hereinafter expressed; and

WHEREAS, the revised boundaries of the Amended Easement are to include the entire property as described in Exhibit A, and apply to Lots 1 and 8 only;

WHEREAS, Grantor and Grantee intend that this Amendment shall amend the 1994 Easement only as to the location of the easement on the Property. No other terms shall be affected; and

WHEREAS, this Amended Easement is irrevocable and enforceable within the meaning of Article XIII, Section 8, of the California Constitution and California Revenue and Taxation Code, section 402.1.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. The boundaries and description of this Amended Conservation and Scenic Easement Deed as described on Exhibit A shall amend the Conservation and Scenic Easement Deed as recorded previously as to Lots 1 and 8 only.

2. Paragraph A LAND SUBJECT TO EASEMENT is amended to include the following: …made a part hereof, “and is the Conservation Area, consisting of that portion of the Property (Lot 1) that contains an archaeological easement, as depicted on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.”
3. Paragraph B RESTRICTIONS subsection 1 is amended to state: “That no structures will be placed or erected upon said Conservation and Scenic Easement Area except: None” Language thereafter deleted.
4. Paragraph B RESTRICTION subjection 3 is amended to state: “That the Grantor shall not plant nor permit to be planted any vegetation upon said premises, except: None”
5. Paragraph C EXCEPTIONS and RESERVATIONS is amended by adding paragraph 3 as follows: “Management of vegetation within the Amended Easement area in accordance with future Fuel Management Plan that may be approved by and retained on file with the County of Monterey Planning Department.”
6. All other terms and conditions of the original Conservation and Scenic Easement Deed shall remain in full force and effect and are incorporated herein by this reference.
7. This Amended Conservation and Scenic Easement Deed shall run with the land and burden the Property and bind both Grantor and Grantee and their respective heirs, successors, and assigns in perpetuity.
8. Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.
9. This conveyance is made and accepted upon the express condition that Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to

whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of Grantee, while in, upon, or in any way connected with the Property, Grantor hereby covenants and agrees to indemnify and hold harmless Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. Grantee shall have neither right of control over, nor duties and responsibilities with respect to, the Property that would subject Grantee to liability. Grantee's right to enter the land is strictly limited to preventing uses inconsistent with the interest granted. The Property is neither "property of a public entity" nor "public property." Grantee's rights herein do not include the right to enter the land to correct any "dangerous condition" as the three quoted terms are defined by California Government Code section 830.

10. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both Grantor and Grantee, whether voluntary or involuntary.
11. If any provision of this conservation and scenic easement is held invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this ____ day of _____, ___, at _____, California.

John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/1996

By: _____ By:
_____
(Signature) (Signature)

_____
_____
(Print or Type Name and Title) (Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated **April 14, 2026** from **John R. Hain and Jennifer L. Allen, Trustees of The Conrad McQuay Hain Irrevocable Trust, dated 12/27/1996** to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____.

_____
Wendy Root Askew
Chair, County of Monterey Board of Supervisors

ATTEST:
DATED: _____.

_____
Valerie Ralph
Clerk of Said Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Approved as to form:
Susan K. Blitch, County Counsel

By: _____ DATED: _____

Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED

1. ***EXHIBIT "A":*** Full legal description of the entire property.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 418-132-001 and 418-132-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 1, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL I(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel I above, and that portion lying within Lot 10 as said lot is shown on the map referred to in Parcel I above.

PARCEL I(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel I above.

PARCEL II:

Lot 8, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL II(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel II above.

PARCEL II(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map

EXHIBIT "A"

Legal Description
(continued)

filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel II above.

Attachment C

This page intentionally left blank.

2022008941

Stephen L. Vagnini
Monterey County Clerk-Recorder
02/22/2022 03:26 PM
Recorded at the request of:
CONSERVANCY FOR THE RANGE OF
Titles: 1 Pages: 12
Fees: $55.00
Taxes: $0.00
AMT PAID: $55.00

When recorded return to:
COUNTY OF MONTEREY
HOUSING AND COMMNITY
DEVELOPMENT PLANNING
DEPARTMENT
Attn: Fionna Jensen
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
(831) 796-6407

Space above for Recorder's Use

No fee document pursuant to Government Code Section 27383. J.L.

Permit No.: PLN210263

The Conservancy for the Range of the Condor

Project Planner: Jensen

418-132-009-000 and

APNs: 418-132-010-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $_Q_
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

AMENDED CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

This Amendment to the Conservation and Scenic Easement (hereinafter "Amendment") is made this 31st day of JAN, 2022 by and between The Conservancy for the Range of the Condor, a California Corporation, as Grantor, and the County of Monterey, a political subdivision of the State of California, as Grantee.

WITNESSETH:

WHEREAS, said Granter is the owner in fee of the real property more particularly described in Exhibit A attached hereto and made a part hereof, situated in Monterey County, California (the "Property"), in the Big Sur Coast Land Use Plan area; and

WHEREAS, Grantor's predecessor in interest, Marshal Rothman, granted a Conservation and Scenic Easement recorded February 4, 1994, at Reel 3063, Page 369, Official Records of Monterey County (the "1994 Easement"); and

WHEREAS, Grantors applied to the County for an Amended Conservation and Scenic Easement (PLN210263), (the "Amended Easement") to amend the existing 1994 Easement to voluntarily grant to the County a conservation and scenic easement over the entirety of Lots 1 and 8, as shown on the map filed January 6, 1994, in the Office of the County Recorder of Monterey County, Volume 18, Page 92; and

WHEREAS, said Grantors are willing to grant to the County of Monterey the conservation and scenic use to protect the present scenic beauty and existing openness by the restricted use and enjoyment of the Property by the Grantors through the imposition of the conditions described in the 1994 Easement (Document No. 9783, recorded February 4, 1994) and hereinafter expressed; and

WHEREAS, the revised boundaries of the Amended Easement are to include the entire property as described in Exhibit A, and apply to Lots 1 an 8 only;

WHEREAS, Grantors and Grantee intend that this Amendment shall amend the 1994 Easement insofar as the location of the easement on the Property, with all other terms to remain in effect; and

WHEREAS, it is intended that this Amended Easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article **XIII,** Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, section 402.1.

NOW, THEREFORE, Grantors and Grantee agree as follows:

1. The boundaries and description of this Amended Conservation and Scenic Easement Deed as described on Exhibit A shall amend the Conservation and Scenic Easement Deed as recorded previously as to Lots 1 and 8 only.
2. Paragraph A LAND SUBJECT TO EASEMENT is amended to include the following: ...made a part hereof, "and is the Conservation Area, consisting of that portion of the Property (Lot 1) that contains an archaeological easement, as depicted on that Map filed January 6, 1994 in the Office of the County

as depicted on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92."

3. Paragraph B RESTRICTIONS subsection 1 is amended to state: "That no structures will be placed or erected upon said Conservation and Scenic Easement Area except: None" Language thereafter deleted.
4. Paragraph B RESTRICTION subjection 3 is amended to state: "That the Grantor shall not plant nor permit to be planted any vegetation upon said premises, except: None"
5. Paragraph C EXCEPTIONS and RESERVATIONS is amended by adding paragraph 3 as follows: "Management of vegetation within the Amended Easement area in accordance with future Fuel Management Plan that may be approved by and retained on file with the Monterey County Planning Department."

6. All other terms and conditions of the original Conservation and Scenic Easement Deed shall remain in full force and effect and are incorporated herein by this reference.

7. This Amended Conservation and Scenic Easement Deed shall run with the land and burden the property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the property from the date of recordation of this document and shall bind the Grantors and all its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

8. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantors, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.

9. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantors, or property of any kind whatsoever and to whomsoever belonging, including

Grantors, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the property, Grantors hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the property which would subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted, the property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the land for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

10. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantors and the Grantee, whether voluntary or involuntary.

11. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this 31 day of January 2022, at Monterey, California.

Conservancy for the Range of the Condor

By: _____
(Signature)

DON L. GRUBER
(Print or Type Name and Title)

By: _____
(Signature)

_____
(Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

J.L.

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 1-31-2022 before me, GERRY E. WILES, a Notary Public, personally appeared DON L. GRUBER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gerry E. Wiles

GERRY E. WILES
Notary Public - California
Monterey County
Commission # 2373913
My Comm. Expires Sep 5, 2025

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated **January 25, 2022** from the **Conservancy for The Range of The Condor**, a California Corporation, to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on January 25, 2022, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on January 25, 2022,) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: ~~2 8 21~~ JL 2.8.22.

Mary Adams
Chair, Monterey County Board of Supervisors

ATTEST:
DATED: ~~2 8 21~~ JL 2.8.22.

~~Julian Lorenzana~~ Valerie Ralph
Clerk of Said Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On 2.8.2022 before me, DAWN M YONEMITSU, a Notary Public, personally appeared MARY ADAMS AND VALERIE RALPH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

DAWN M. YONEMITSU
Notary Public - California
Monterey County
Commission # 2248610
My Comm. Expires Jul 29, 2022

Document Form/Content Acceptable:
Leslie J. Girard, County Counsel-Risk Manager

By: _____ DATED: _____

Type/Print Name: _____, Deputy County Counsel

EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED

EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED

1. ***EXHIBIT "A":*** Full legal description of the entire property.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

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Exhibit A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 418-132-001 and 418-132-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 1, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL I(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel I above, and that portion lying within Lot 10 as said lot is shown on the map referred to in Parcel I above.

PARCEL I(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel I above.

PARCEL II:

Lot 8, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL II(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel II above.

PARCEL II(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map

EXHIBIT "A"

Legal Description
(continued)

filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel II above.

Attachment D

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Recording Requested by and
When Recorded, Mail to:

Monterey County Planning and
Building Inspection Department
Post Office Box 1208
Salinas, CA 93902

Permit No.: LL90032/33
Applicant Name: Rothman
Project Planner: Bessire

09783

NO FEE

RECORDED AT REQUEST OF
COUNTY OF MONTEREY
FEB 4 8 25 AM '94
OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

CONSERVATION AND SCENIC EASEMENT DEED

THIS DEED made this 21st day of September 19 93

by and between Marshal Rothman

as Grantor, and the COUNTY OF MONTEREY, a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (hereinafter "the property"); and

WHEREAS, the said land of said Grantor has certain natural scenic beauty and existing openness; and

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Grantor; and

WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") requires that any coastal development

EXHIBIT B
PAGE 1 OF 39 PAGES

permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a coastal development permit (Permit No. LL90032/33 and LL88010) was granted on October 29, 1993, by the County in accordance with the provisions of the Staff Recommendation and Findings, attached hereto as Exhibit "B" and hereby incorporated by reference, subject to the following condition(s):

> "The owner shall grant a Scenic Easement to the County over those portions of the property within the Critical Viewshed and over existing vegetated areas without which future development of the theoretical building envelopes would be located within critical viewshed. Said area shall be defined by a licensed registered surveyor and shall be subject to the approval by the Director of Planning and Building Inspection. This requirement is consistent with the Monterey County Coastal Implementation Plan Section 20.145.030 subdivision A (g and h). (Planning and Building Inspection)

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in Resolution No. 92-67 attached hereto as Exhibit "C" and hereby incorporated by reference,

EXHIBIT B

PAGE 2 OF 39 PAGES

granted the permit to the Grantor upon condition (hereinafter the "Condition") requiring inter alia, that the Grantor record a conservation and scenic easement over the property as shown in Exhibit "D" attached hereto and hereby incorporated by reference, and agree to restrict development on and use of the property so as to preserve the open space, scenic, and/or natural resource values present on the property and so as to prevent the adverse direct and cumulative effects on coastal resources and public access to the coast which could occur if the property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the certified Local Coastal Program and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this easement so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, the said Grantor is willing to grant to the County

EXHIBIT B

PAGE 3 OF 39 PAGES

of Monterey the scenic use as herein expressed of the said land, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of said property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey unto the County of Monterey an estate, interest, and conversation and scenic easement in said real property of Grantor of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of said property by said Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's said property the various acts hereinafter mentioned.

A. LAND SUBJECT TO EASEMENT. The land of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described in Exhibit "D", attached hereto, and made a part hereof.

B. RESTRICTIONS. The restrictions hereby imposed upon the use of said property by the Grantor and the acts which said Grantor shall refrain from doing upon the said property in con-

EXHIBIT B

PAGE 4 OF 39 PAGES

nection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said described premises except such structures as may be permitted by governmental agencies having jurisdiction over subject property which can be proven to be out of the critical viewshed and do not require significant vegetation removal increasing exposure to the critical viewshed, any underground structures, gardens, patios, utility lines and septic systems

2. That no advertising of any kind or nature shall be located on or within said property except real estate sale signs in conformance with county regulations.

3. That the Grantor shall not plant nor permit to be planted any vegetation upon said premises, except _____

_____.

4. That, except for the construction, alteration, relocation and maintenance of public roads, public and private pedestrian trails, _____ the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That no use of said described property which will or does materially alter the landscape or other attractive scenic features of said land other than those specified above shall be done or suffered.

C. EXCEPTIONS AND RESERVATIONS. The following are except-

EXHIBIT B

PAGE 5 OF 39 PAGES

ed and reserved to the Grantor:

1. The right to maintain all existing private roads, bridges, trails and structures upon said land, and the right to

_____.

2. The use and occupancy of said land not inconsistent with the conditions and restrictions herein imposed.

D. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantor by this instrument shall be subject to the ordinances of Grantee regulating the use of land.

E. BENEFIT AND BURDEN. This grant of conservation and scenic easement shall run with and burden the property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the property from the date of recordation of this document and shall bind the Grantor and all of its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor. The public may enter onto the property for scientific research purposes at times reasonably acceptable to the Grantor.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses

EXHIBIT 13

PAGE 6 OF 39 PAGES

or would cause to be used or would permit use of the property contrary to the terms of this offer will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be

EXHIBIT 13

PAGE 7 OF 39 PAGES

free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the property which would be subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

K. CONSTRUCTION OF VALIDITY. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby

EXHIBIT B
PAGE 8 OF 39 PAGES

affected or impaired.

Executed this 1ST day of OCTOBER, 1993, at Mill Valley, California.

Signed: _____

MARSHAL ROTHMAN
Type or print name of above GRANTOR

Signed: _____

Type or print name of above GRANTOR

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 1ST day of OCTOBER in the year 1993, before me, MARY H. HERR, personally appeared MARSHAL ROTHMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Mary H. Herr
Mary H. Herr
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC-CALIFORNIA
MARY H. HERR
PRINCIPAL OFFICE MARIN COUNTY
My Commission Expires April 22, 1994

EXHIBIT B

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This is to certify that the Conservation and Scenic Easement Deed set forth above is hereby acknowledged by the Board Chair on behalf of the Monterey County Board of Supervisors pursuant to the action of the Minor Subdivison Comm. when it granted Coastal Development Permit No. LL90032/33 & LL88010 on October 29, 1993 and the Monterey County Board of Supervisors consents to recordation thereof by its duly authorized officer.

DATED: February 1, 1994.

Chair, Monterey County Board of Supervisors

ATTEST:

DATED: 2/1/94.

Clerk of Said Board

Document Form/Content Acceptable:

J R Ramos 10-14-93
County Counsel

RS
Department of Planning and Building Inspection

EXHIBIT B

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REEL 3063 PAGE 379

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On this 1st day of February, 1994, before me, Ernest K. Morishita, Clerk of the Board of Supervisors, in and for said County and State, personally appeared BARBARA SHIPNUCK, known to me to be the Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the
Board of Supervisors of Monterey
County, State of California

By: Anne Arii
Anne Arii Deputy Clerk

EXHIBIT B

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EXHIBIT "A"

That certain real property situate in the County of Monterey, State of California, described as follows:

That area designated as "scenic easement" as shown on that certain map filed this _____ day of _____, 1994 in Volume 18 of Record of Surveys at Page 92, Monterey County Records.

EXHIBIT "B"

MONTEREY COUNTY
PLANNING AND BUILDING INSPECTION DEPARTMENT

MEMORANDUM #5647

REEL 3063 PAGE 381

DATE: October 19, 1992

TO: Minor Subdivision Committee

FROM: Anthony J. "Bud" Carney, A.I.C.P.

SUBJECT: Public hearing to consider certification of the Environmental Impact Report (EIR #90-07) prepared for the Rothman project and approval of three major lot line adjustments and coastal development permits (LL88-10; LL90-32; LL90-33).

RECOMMENDATION: It is recommended that the Minor Subdivision Committee certify the Environmental Impact Report and approve all three major lot line adjustments and coastal development permits with the recommended findings, evidence, and conditions.

DISCUSSION: Three separate lot line adjustment applications (LL 88-10; LL 90-33; LL 90-32) have been submitted to accomplish a desired reconfiguration of 10 existing lots of record (See Exhibits "A-E"). This method of application is recognized as legal in an opinion written by County Counsel. All successive adjustments are between adjoining lots which will not result in additional lots.

The environmental impacts of the final lot line configuration (Exhibit "E") have been evaluated in an Environmental Impact Report. This document concludes that the proposed project is the environmentally superior alternative.

Comments (Exhibit "F") have been submitted by the applicant which suggest several revisions to the Final EIR. The consultant will advise the Committee on these comments, and those raised at the hearing, during the October 29, 1992 hearing.

Staff evaluated the proposed mitigation measures recommended by the EIR and has incorporated those applicable to the proposed project into this report as recommended conditions of approval.

RECOMMENDED FINDINGS FOR CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT

1. FINDING: The decision to prepare this Environmental Impact Report was based upon an authorization by the applicant.
   EVIDENCE: Letter from applicant dated September 12, 1990 contained in the original file (LL 88-10).

2. FINDING: A Notice of Preparation of the Environmental Impact Report was sent to:
   (a) the State Clearinghouse; and
   (b) each trustee agency;
   The Notice of Preparation describes the project, the location and the general impact sufficiently to permit a response.
   EVIDENCE: EIR file No. 90-07.

3. FINDING: Prior to completing the draft EIR, the staff and the EIR consultant hired by the County contacted interested agencies, individuals, and jurisdictions to secure their input. These are listed in the EIR. The responses are also set forth in the EIR and are supported by empirical data, scientific authorities, and explanatory information which crystallizes issues and affords a basis for a comparison of the problems involved with the proposed project and the difficulties involved in the alternatives.
   EVIDENCE: EIR File No. 90-07.

4. FINDING: A Notice of Completion of the draft EIR was filed with the California Secretary for Resources and the County Clerk on April 10, 1992, briefly describing the project and its location and indicating that the draft EIR was available, where it was available and how long it was available for review, together with a deadline for review.
   EVIDENCE: EIR File No. 90-07.

5. EVIDENCE: Public notice of the availability of the draft EIR was provided by mailing notice on April 10, 1992 to:
   (a) organizations and individuals who previously requested such notice;
   (b) Applicant/Property Owner
   (c) publication in a newspaper of general circulation in the affected area.

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6. FINDING: Copies of the draft EIR were sent to the following for review for a 30 day review period:
   (a) State Clearinghouse for state agencies review with a 45 day review period;
   (b) local libraries;
   (c) County and local agency offices;
   (d) citizen organizations and interested individuals.

   EVIDENCE: EIR File 90-07

7. FINDING: The County staff reviewed the comments on the draft EIR.

   EVIDENCE: EIR File No. 90-07 which contains correspondence among the consultant, planning staff, and other agencies as found in EIR; correspondence received from agencies together with written responses in the final EIR.

8. FINDING: The County through contract with the EIR consultant prepared a final EIR consisting of:
   (1) the draft EIR;
   (2) comments received on the draft EIR beginning on page 5 of the EIR;
   (3) a list of persons, organizations, and public agencies commenting on the draft EIR;
   (4) the responses of the County as lead agency to significant environmental points, and to review and consultation process, as set forth on page 5 of the EIR.

   EVIDENCE: EIR File No. 90-07.

9. FINDING: The EIR focuses on the significant effects of the project on the environment. The scope of discussion of the significant effects is in proportion to the severity and probability of occurrence.

   EVIDENCE: Scope of Work contained in EIR File No. 90-07

   EVIDENCE: The Scope of Work was distributed to Trustee Agencies, individuals and organizations for input and comment during the EIR process.

10. FINDING: Notice of the October 29, 1992 meeting, at which the Minor Subdivision Committee was to recommend certification of the EIR, was given by mail to:
   (1) the applicant; and
   (2) organizations who previously requested such notice.

   Notice was also given by the following procedures:

EXHIBIT B

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(1) publication in a newspaper of general circulation in the affected area;
(2) posting on and off the project site by Planning and Building Inspection Department staff for at least 10 days prior to the hearing;
(3) mailing to all property owners within a 300 foot radius of the property as shown on the latest equalized assessment roll.

EVIDENCE: EIR File No. 90-07.

RECOMMENDED FINDINGS FOR APPROVAL OF THREE MAJOR LOT LINE ADJUSTMENTS AND COASTAL DEVELOPMENT PERMITS LL 88-10; LL90-32; AND LL 90-33

11. FINDING: That the three stage lot line adjustment is between 10 existing adjacent parcels.
EVIDENCE: The parcels have been determined to be legal lots of record through certificates of compliance and staff determination.
EVIDENCE: Only lots with common lot lines will be adjusted as shown by the maps contained in the separate files LL 88-10; LL 90-32; and LL90-33.

12. FINDING: A greater number of parcels than originally existed will not be created as a result of the lot line adjustments.
EVIDENCE: Ten lots of record exist prior to the adjustment and ten lots will exist after the lot lines are adjusted by the three step process.
EVIDENCE: Certificates of Compliance contained in the original file.
EVIDENCE: Maps showing the proposed adjustments contained in File No.'s LL 88-10; LL 90-32; and LL90-33.

13. FINDING: The parcels resulting from the lot line adjustments conform to County Land Use, Zoning and Building Ordinances.
EVIDENCE: The configuration of the resulting lots have been evaluated against the policies of the Big Sur Land Use Plan and Part 3 of the Coastal Implementation Plan "Regulations for Development in the Big Sur Coast Land Use Plan".
EVIDENCE: Consistency analysis beginning at page 111 of the EIR.
EVIDENCE: Staff review of the project against the Local Coastal Program.
EVIDENCE: Conditions of approval have been suggested to

insure consistency with the County Land Use, Zoning and Building Ordinances.

13. FINDING: For purposes of the Fish and Game code, the project will have a potential for adverse impact on fish and wildlife resources upon which the wildlife depends.
EVIDENCE: Analysis contained in the Environmental Impact Report prepared for this project and the record as a whole indicate the project may or will result in changes to the resources listed in Section 753.5(d) of the Department of Fish and Game regulations. Pages 161 through 176 of the Environmental Impact Report discusses and identifies potential impacts to wildlife.

14. FINDING: The project, as approved by the Coastal Development Permit, is appealable to the Board of Supervisors and to the California Coastal Commission.
EVIDENCE: Section 20.140.080 G and J of the Monterey County Coastal Implementation Plan.

RECOMMENDED CONDITIONS OF APPROVAL FOR THE ROCKY CREEK LOT LINE ADJUSTMENTS LL 88-10; LL90-32; LL90-33

1. Obtain a survey of the new lines and have the lines monumented. (Public Works)

2. File a Record of Survey showing new lines and their monumentation. (Public Works)

3. After filing of the Record of Survey, the owner shall have deeds prepared and recorded reflecting the lot line adjustment. (Public Works)

4. Prior to the recordation of the Record of Survey, a Homeowners Association shall be formed in order to comply with the mitigations suggested in the EIR. The covenant, conditions, and restrictions shall address all of the mitigation measures appropriate for the proposed development and shall be subject to the approval of the Director of Planning and Building Inspection and County Counsel. (Planning and Building Inspection)

5. Prior to recordation of the Record of Survey, the applicant shall agree in writing to construct a road which meets the standards set forth by the California Department of Forest-

ry. Said road shall obtain the required County permits and be constructed prior to construction of the first house on any of the ten lots. This condition is consistent with the Big Sur Coast Land Use Plan policy 5.4.3.k.3 and the regulations set forth by the California Department of Forestry (California Department of Forestry/Planning and Building Inspection)

6. The owner shall grant a Scenic Easement to the County over those portions of the property within the Critical Viewshed and over existing vegetated areas without which future development of the theoretical building envelopes would be located within critical viewshed. Said area shall be defined by a licensed registered surveyor and shall be subject to the approval by the Director of Planning and Building Inspection. This requirement is consistent with the Monterey County Coastal Implementation Plan Section 20.145.030 subdivision A (g and h). (Planning and Building Inspection)

7. Prior to the recordation of the Record of Survey the owner shall request a rezoning of the portion of lot 1 containing the archaeological site. This condition is consistent with Monterey County Implementation Plan Section 20.145.120 subdivision D (2b). (Planning and Building Inspection)

8. Prior to the recordation of the Record of Survey the archaeological site shall be placed in an archaeological easement. Prior to being accepted by the County, the proposed easement area shall be reviewed and verified as adequate to protect the resource by an archaeologist who has been selected from the County's list of archaeological consultants or who is a member of the Society of Professional Archaeologists. This condition is consistent with Monterey County Coastal Implementation Plan Section 20.145.120 subdivision D (2c). (Planning and Building Inspection)

9. The property owner agrees as a condition of the approval of this permit to defend at his sole expense any action brought against the County because of the approval of this permit. The property owner will reimburse the County for any court costs and attorneys' fees which the County may be required by a court to pay as a result of such action. County may, at its sole discretion, participate in the defense of any such action; but such participation shall not relieve applicant of his obligations under this condition. Said indemnification agreement shall be recorded upon demand of County Counsel or prior to the issuance of building permits or use of the property, whichever occurs first. (Planning and Building Inspection)

10. Pursuant to the State Public Resources Code and the State

EXHIBIT B

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Fish and Game Code, the applicant shall pay a fee to be collected by the County of Monterey for the amount of $875. This fee shall be paid prior to filing of the Notice of Determination. Proof of payment shall be furnished by the applicant to the Director of Planning and Building Inspection prior to recording of a Record of Survey. (Planning and Building Inspection)

11. Prior to the recording of the Record of Survey a notice shall be recorded with the Monterey County Recorder which states: An Environmental Impact Report has been prepared for each of the parcels by Denise Duffy and Associates and is on record in the Monterey County Planning Library No. EIR 90-07.

12. That the applicant shall record a notice which states: "A permit (Resolution #_____) was approved by the Monterey County Minor Subdivision Committee for all 10 parcels. The permit was granted subject to 13 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County Planning and Building Inspection Department." Proof of recordation of this notice shall be furnished to the Director of Planning and Building Inspection prior to issuance of building permits or commencement of the use. (Planning and Building Inspection)

13. Conditions 4 through 12 shall be complied with prior to submittal of the Record of Survey package to the Monterey County Public Works Department. (Planning and Building Inspection)

EXHIBIT B

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EXHIBIT "A"

REEL 3063 PAGE 388

EXISTING LOT CONFIGURATION

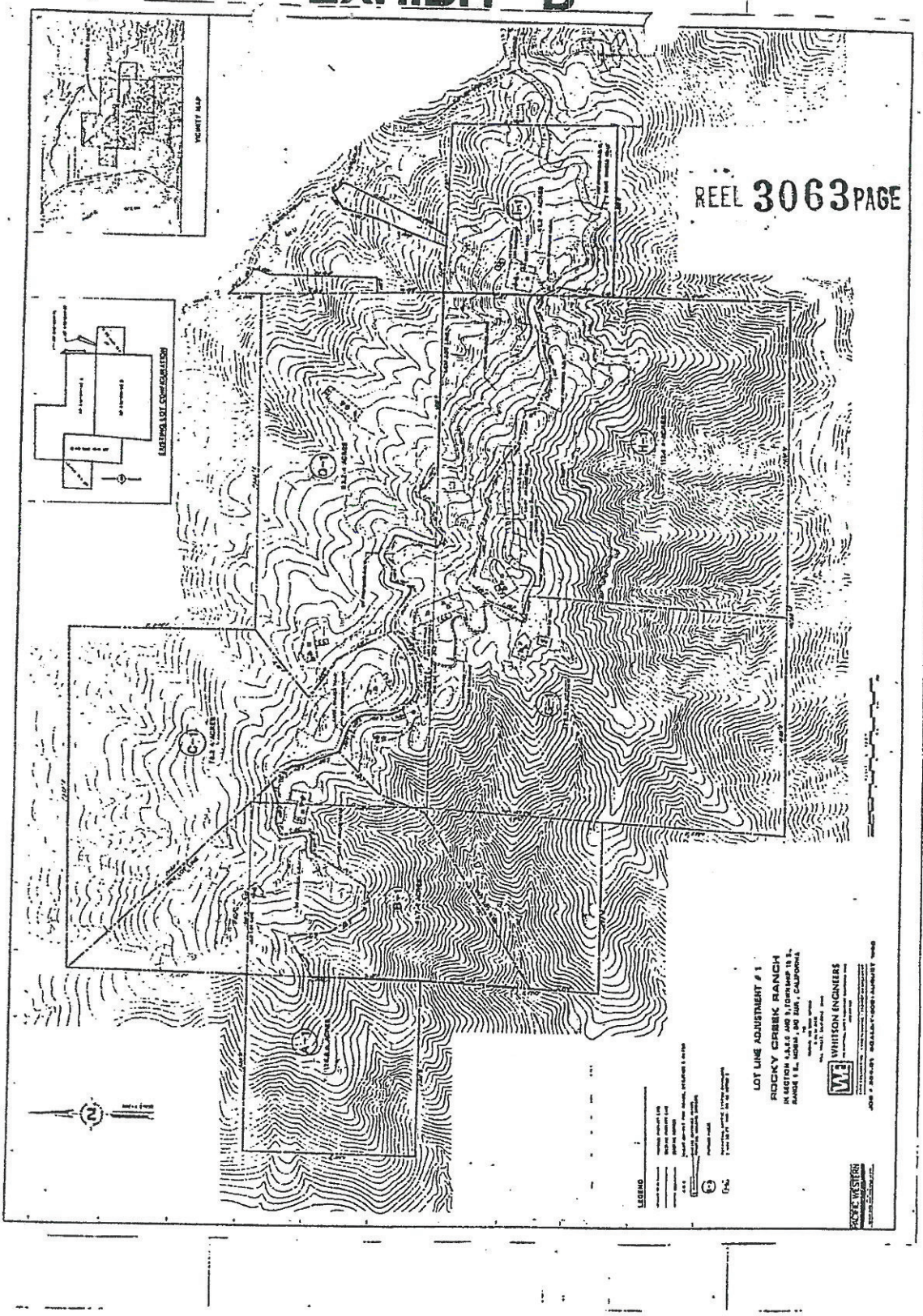
Figure 3

DENISE DUFFY & ASSOCIATES

EXHIBIT B

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EXHIBIT "B"



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EXHIBIT B

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EXHIBIT "C"

REEL 3063 PAGE 390

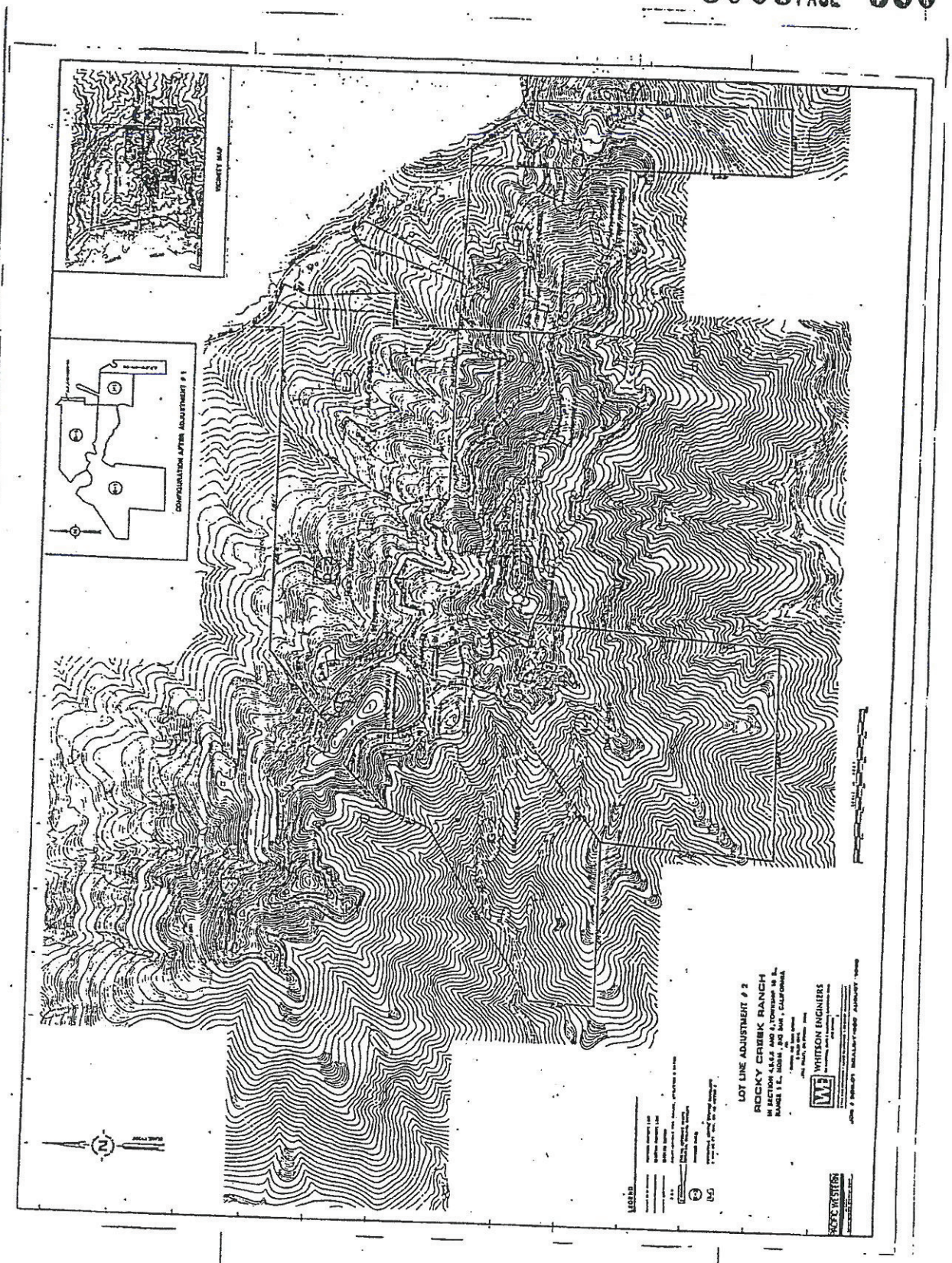


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EXHIBIT "D"

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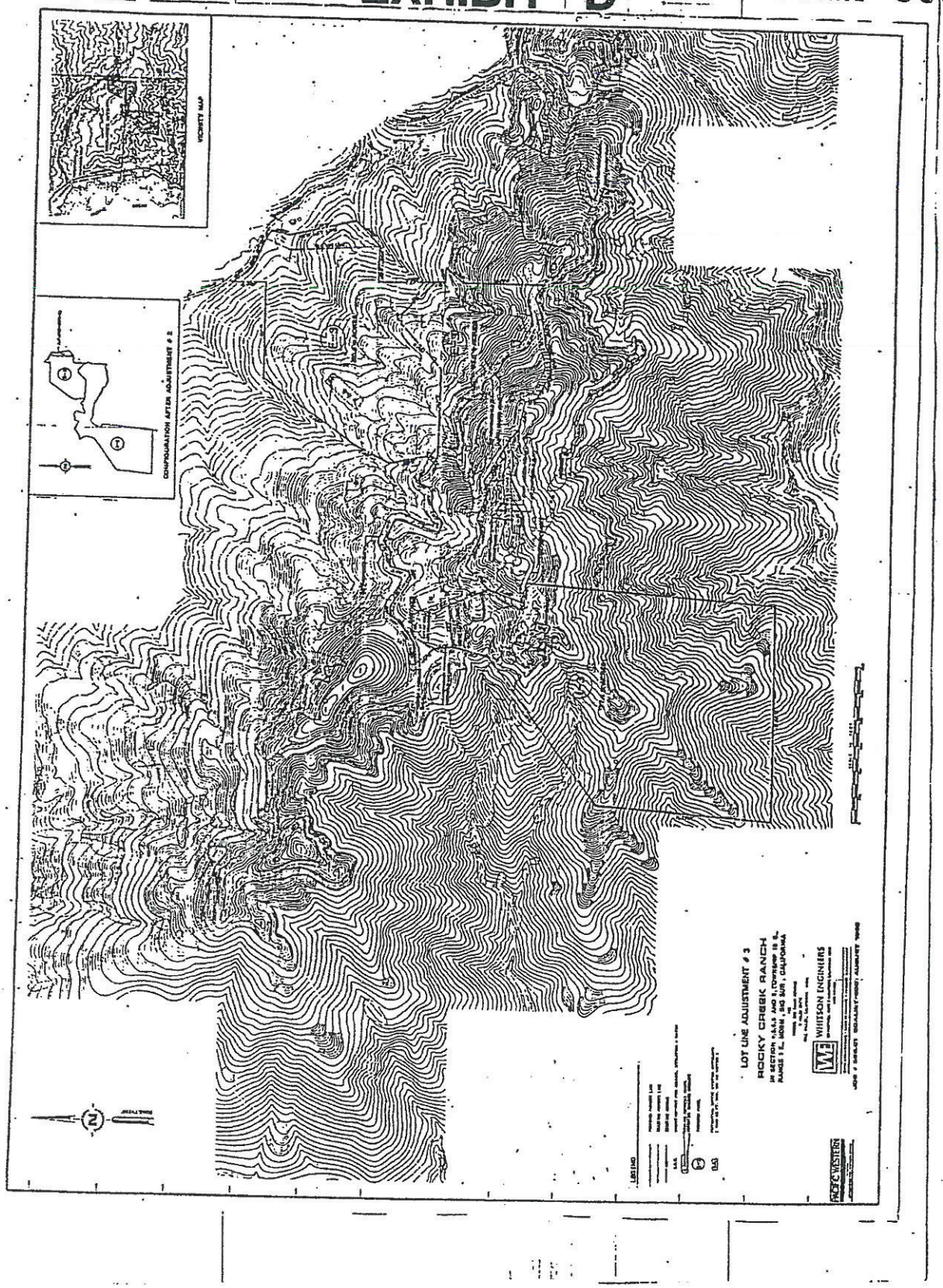


EXHIBIT B

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EXHIBIT "E"

REEL 3663 PAGE 392

EXHIBIT B

PAGE 24 OF 39 PA

1233

EXHIBIT "F"

Diamonite Design

October 9, 1992

REEL 3063 PAGE 393

Monterey County Planning Dept.
P.O.Box 1208
Salinas, California 93902
Attention: Todd Bessire

Re: Final EIR for the Rocky Creek Ranch

Dear Todd,

In reviewing the Final Draft of the EIR for the Rocky Creek Ranch, we noticed a few factual mistakes which should be corrected.

Page 13 - Comment #3 states that the lower portion of the building envelope (#8) has not been determined to be suitable for sewage disposal.
This paragraph should state: "The lower portion of potential building envelope #8 could not be determined suitable for sewage disposal without percolation tests."
This should also be corrected on page 126, 2nd paragraph.

Page 25 - Comment #13. Consultant states that he concurs, but no changes to the Draft EIR were made.
Potential Building envelope #5 is not situated on an open hillside nor is it visible from Garrapatos Road. This also needs to be corrected on page 186, regarding #109 and page 193, last paragraph.

Page 32 - Response to comment #3 states that portions of proposed lots #4 and #5 are within the critical viewshed.
This is incorrect. Lots #4 and #5 cannot be seen from Highway One.

EXHIBIT B

P.O. BOX 2684 • CARMEL, CALIFORNIA 93921 • (408) 624-2304

Page 32 - Response to comment #8 states that driveways to potential envelope #3 and #5 exist, although obscured by vegetation. Policy K.1 clearly relates to new private roads.
Please delete the reference to driveways #3 and #5.

Page 62 - Comment #35 states that building site #1 is on an open hillside. On page 122 in the "Changes" section of the Final EIR it says: "Parcel 1 is located on an open hillside and is expected to be seen from some residents to the north of Palo Colorado Canyon."
This is incorrect. Potential building envelope #1 is facing south and cannot be seen from Palo Colorado Canyon.
This also needs to be corrected on page 105, fourth paragraph (Project Consistency Analysis), page 122, last paragraph (Viewshed) and page 124, fourth paragraph.

Page 64 - Comment #57 states that the archaeological site is within the potential building envelope.
This is incorrect. The potential building envelope was modified in May of 1989 so that the archaeological site and the archaeological easement lie outside the potential building envelope.

Page 75 - Response to comment #8 states "Furthermore, it is questionable from a legal point, if a lot line adjustment is required to determine if existing lots are buildable."
This is incorrect. The language in the Map Act is very clear and the interpretation is not questionable: "... A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to local zoning and building ordinances."

Page 76 - Response to comment #14 states: "If the TDC were imposed and the lots listed were determined to be not buildable after the lot line adjustment approval, then the scenario outlined by the commenter could hold true."
This statement is inconsistent, since all consultant reports, including the EIR state that the potential building envelopes are consistent with County Ordinances. The lots listed have been determined to be buildable through this EIR process.

Page 77 - Response to comment #3. There is an unresolved difference between the consultants count of residences and the opponents count. We ask the Planning Department to please clarify this issue before the hearing.

Page 114 - last paragraph shall include building envelope #9, which has also been staked in 1989 as required by the Planning Department.

Page 118 - 2th paragraph states that "Two oak trees (13' and 18") and a cluster with oaks with diameters of 6 inches or less would be removed to accommodate this Construction."
This statement is incorrect, the diameters of the cluster are more than 6". This also needs to be corrected on page 169, last paragraph.

Page 122 - Policy A.4., Project Consistency Analysis refers in its last sentence to building envelopes which are in the Rocky Creek watershed. This statement is incorrect. There are no building envelopes in the Rocky Creek Watershed. Envelopes 5,4,2 and 3 are in the Palo Colorado watershed and envelopes 1,6,7,8,9,and 10 drain west into swales which directly drain into the ocean.

Pages 54, 55, 57, 67, and 71 refer to a required road width of 18 feet. Please note that CDF does not require all existing roads to be 18 feet wide. The only part of the road which could impact the critical viewshed is the driveway to potential building envelopes 9 and 10. George Haines from CDF will specify the exact requirements on a site visit on September 28, 1992.

In regards to the completeness of the EIR we would like to point out that the original agreement between the Monterey County Planning Department and the owner Marshal Rothman was to conduct a focused EIR which concentrates on 4 issues. These were delineated in the complete letter on September 7, 1990 (enclosed).

Since that time the scope of work has continually grown and the Final EIR, finished with one year delay, is a document which goes far beyond the original intent.

The main reason for this is the fact that you Todd are our third planner since we worked with Audry Loh on the original agreement to prepare the focused EIR.

The EIR clearly states that our proposal is the environmentally superior alternative. We have worked for over 5 years on this application and are looking forward to a recommendation for approval in your staff report.

If you have any questions please call us at 624 2304.

Sincerely,

Mary Ann Schicketanz

EXHIBIT B

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EXHIBIT "C"

MINOR SUBDIVISION COMMITTEE
COUNTY OF MONTEREY, STATE OF CALIFORNIA

RESOLUTION NO. 92-67

REEL 3063 PAGE 397

MINOR SUBDIVISION NOS. LL90032
LL90033
LL88010

A.P.# 418-081-13/14/15/17
418-131-30/31
418-011-01/40

FINDINGS AND DECISION

In the matter of the request of Marshal Rothman (LL90032, LL90033, LL88010))

for Certification of an Environmental Impact Report and three Combined Development Permits pursuant to regulations established by local ordinance and state law, to allow three Major Lot Line Adjustments; three Coastal Development Permits; located on Lots 11, 12 and 13, portion of Sections 4, 5, 6, 8, and 9, Range 1 East, Palo Colorado Area, fronting on and southerly of Palo Colorado Road, Coastal Zone, came on regularly for hearing before the Minor Subdivision Committee on October 29, 1992.

Said Minor Subdivision Committee, having considered the application and the evidence presented relating thereto,

FINDINGS OF FACT

1. FINDING: The decision to prepare this Environmental Impact Report was based upon an authorization by the applicant.
   EVIDENCE: Letter from applicant dated September 12, 1990 contained in the original file (LL 88-10).

2. FINDING: A Notice of Preparation of the Environmental Impact Report was sent to:
   (a) the State Clearinghouse; and
   (b) each trustee agency;
   The Notice of Preparation describes the project, the location and the general impact sufficiently to permit a response.
   EVIDENCE: EIR file No. 90-07.

3. FINDING: Prior to completing the draft EIR, the staff and the EIR consultant hired by the County contacted interested agencies, individuals, and jurisdictions to secure their input. These are listed in the EIR. The responses are also set forth in the EIR and are supported by empirical data, scientific authorities, and explanatory information which crystallizes issues and affords a basis for a comparison of the problems involved with the proposed project and the difficulties involved in the alternatives.
   EVIDENCE: EIR File No. 90-07.

4. FINDING: A Notice of Completion of the draft EIR was filed with the California Secretary for Resources and the County Clerk on April 10, 1992, briefly describing the project and its location and indicating that the draft EIR was available, where it was available and how long it was available for review, together with a deadline for review.
   EVIDENCE: EIR File No. 90-07.

EXHIBIT B

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5. EVIDENCE: Public notice of the availability of the draft EIR was provided by mailing notice on April 10, 1992 to:
   (a) organizations and individuals who previously requested such notice;
   (b) Applicant/Property Owner
   (c) publication in a newspaper of general circulation in the affected area.

6. FINDING: Copies of the draft EIR were sent to the following for review for a 30 day review period:
   (a) State Clearinghouse for state agencies review with a 45 day review period;
   (b) local libraries;
   (c) County and local agency offices;
   (d) citizen organizations and interested individuals.

   EVIDENCE: EIR File 90-07

7. FINDING: The County staff reviewed the comments on the draft EIR.
   EVIDENCE: EIR File No. 90-07 which contains correspondence among the consultant, planning staff, and other agencies as found in EIR; correspondence received from agencies together with written responses in the final EIR.

8. FINDING: The County through contract with the EIR consultant prepared a final EIR consisting of:
   (1) the draft EIR;
   (2) comments received on the draft EIR beginning on page 5 of the EIR;
   (3) a list of persons, organizations, and public agencies commenting on the draft EIR;
   (4) the responses of the County as lead agency to significant environmental points, and to review and consultation process, as set forth on page 5 of the EIR.

   EVIDENCE: EIR File No. 90-07.

9. FINDING: The EIR focuses on the significant effects of the project on the environment. The scope of discussion of the significant effects is in proportion to the severity and probability of occurrence.
   EVIDENCE: Scope of Work contained in EIR File No. 90-07
   EVIDENCE: The Scope of Work was distributed to Trustee Agencies, individuals and organizations for input and comment during the EIR process.

10. FINDING: Notice of the October 29, 1992 meeting, at which the Minor Subdivision Committee was to recommend certification of the EIR, was given by mail to:
    (1) the applicant; and
    (2) organizations who previously requested such notice.

    Notice was also given by the following procedures:
    (1) publication in a newspaper of general circulation in the affected area;
    (2) posting on and off the project site by Planning and Building Inspection Department staff for at least 10 days prior to the hearing;
    (3) mailing to all property owners within a 300 foot radius of the property as shown on the latest equalized assessment roll.

    EVIDENCE: EIR File No. 90-07.

EXHIBIT B

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11. FINDING: That the three stage lot line adjustment is between 10 existing adjacent parcels.
EVIDENCE: The parcels have been determined to be legal lots of record through certificates of compliance and staff determination.
EVIDENCE: Only lots with common lot lines will be adjusted as shown by the maps contained in the separate files LL 88-10; LL 90-32; and LL90-33.

12. FINDING: A greater number of parcels than originally existed will not be created as a result of the lot line adjustments.
EVIDENCE: Ten lots of record exist prior to the adjustment and ten lots will exist after the lot lines are adjusted by the three step process.
EVIDENCE: Certificates of Compliance contained in the original file..
EVIDENCE: Maps showing the proposed adjustments contained in File No.'s LL 88-10; LL 90-32; and LL90-33.

13. FINDING: The parcels resulting from the lot line adjustments conform to County Land Use, Zoning and Building Ordinances.
EVIDENCE: The configuration of the resulting lots have been evaluated against the policies of the Big Sur Land Use Plan and Part 3 of the Coastal Implementation Plan "Regulations for Development in the Big Sur Coast Land Use Plan".
EVIDENCE: Consistency analysis beginning at page 111 of the EIR.
EVIDENCE: Staff review of the project against the Local Coastal Program.
EVIDENCE: Conditions of approval have been suggested to insure consistency with the County Land Use, Zoning and Building Ordinances.

14. FINDING: For purposes of the Fish and Game code, the project will have a potential for adverse impact on fish and wildlife resources upon which the wildlife depends.
EVIDENCE: Analysis contained in the Environmental Impact Report prepared for this project and the record as a whole indicate the project may or will result in changes to the resources listed in Section 753.5(d) of the Department of Fish and Game regulations. Pages 161 through 176 of the Environmental Impact Report discusses and identifies potential impacts to wildlife.

15. FINDING: The project, as approved by the Coastal Development Permit, is appealable to the Board of Supervisors and to the California Coastal Commission.
EVIDENCE: Section 20.140.080 G and J of the Monterey County Coastal Implementation Plan.

DECISION

THEREFORE, it is the decision of said Minor Subdivision Committee that the Environmental Impact Report be certified and that said Combined Development Permits be approved as shown on the attached sketch, subject to the following conditions:

1. Obtain a survey of the new lines and have the lines monumented. (Public Works)

2. File a Record of Survey showing new lines and their monumentation. (Public Works)

EXHIBIT B
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3. After filing of the Record of Survey, the owner shall have deeds prepared and recorded reflecting the lot line adjustment. (Public Works)

4. The applicant shall pay his proportinate share of left turn channelization on Highway One at Palo Colorado Road. (Public Works)

5. Prior to the recordation of the Record of Survey, a Property Owners Association shall be formed in order to comply with the mitigations suggested in the EIR. The covenant, conditions, and restrictions (C,C & Rs) shall give notice of all of the mitigation measures deemed appropriate for the proposed development, by the Planning Department, Public Works Department, Health Department, Water Resources Agency, and the Department of Forestry. The C,C & Rs shall also include the requirements for the monitoring program. (Planning and Building Inspection)

6. Prior to recordation of the Record of Survey, the applicant shall agree in writing to construct a road which meets the standards set forth by the California Department of Forestry. Said road shall obtain the required County permits and be constructed prior to construction of the first house on any of the ten lots. This condition is consistent with the Big Sur Coast Land Use Plan policy 5.4.3.k.3 and the regulations set forth by the California Department of Forestry (California Department of Forestry/Planning and Building Inspection)

7. The owner shall grant a Scenic Easement to the County over those portions of the property within the Critical Viewshed and over existing vegetated areas without which future development of the theoretical building envelopes would be located within critical viewshed. Said area shall be defined by a licensed registered surveyor and shall be subject to the approval by the Director of Planning and Building Inspection. This requirement is consistent with the Monterey County Coastal Implementation Plan Section 20.145.030 subdivision A (g and h). (Planning and Building Inspection)

8. Prior to the recordation of the Record of Survey the owner shall request a rezoning of the portion of lot 1 containing the archaeological site. This condition is consistent with Monterey County Implementation Plan Section 20.145.120 subdivision D (2b). (Planning and Building Inspection)

9. Prior to the recordation of the Record of Survey the archaeological site shall be placed in an archaeological easement. Prior to being accepted by the County, the proposed easement area shall be reviewed and verified as adequate to protect the resource by an archaeologist who has been selected from the County's list of archaeological consultants or who is a member of the Society of Professional Archaeologists. This condition is consistent with Monterey County Coastal Implementation Plan Section 20.145.120 subdivision D (2c). (Planning and Building Inspection)

10. The property owner agrees as a condition of the approval of this permit to defend at his sole expense any action brought against the County because of the approval of this permit. The property owner will reimburse the County for any court costs and attorneys' fees which the County may be required by a court to pay as a result of such action. County may, at its sole discretion, participate in the defense of any such action; but such participation shall not relieve applicant of his obligations under this condition. Said indemnification agreement shall be recorded upon demand of County

Counsel or prior to the issuance of building permits or use of the property, whichever occurs first. (Planning and Building Inspection)

11. Pursuant to the State Public Resources Code and the State Fish and Game Code, the applicant shall pay a fee to be collected by the County of Monterey for the amount of $875. This fee shall be paid prior to filing of the Notice of Determination. Proof of payment shall be furnished by the applicant to the Director of Planning and Building Inspection prior to recording of a Record of Survey. (Planning and Building Inspection)

12. Prior to the recording of the Record of Survey a notice shall be recorded with the Monterey County Recorder which states: An Environmental Impact Report has been prepared for each of the parcels by Denise Duffy and Associates and is on record in the Monterey County Planning Library No. EIR 90-07.

13. That the applicant shall record a notice which states: "A permit (Resolution #92-67) was approved by the Monterey County Minor Subdivision Committee for all 10 parcels. The permit was granted subject to 15 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County Planning and Building Inspection Department." Proof of recordation of this notice shall be furnished to the Director of Planning and Building Inspection prior to issuance of building permits or commencement of the use. (Planning and Building Inspection)

14. Prior to the recordation of the record of survey, the applicant shall provide an analysis that demonstrates that water can be provided to each parcel, that does not conflict with the policy in the Big Sur Coastal Plan regarding the inter-basin transfer of water. (Water Resources Agency & Health Department)

15. Conditions 5 through 14 shall be complied with prior to submittal of the Record of Survey package to the Monterey County Public Works Department. (Planning and Building Inspection)

PASSED AND ADOPTED this 29th day of October, 1992, by the following vote:

Ayes: McKenna, McPharlin, Messenger, Naslund, Stewart, Walker
Noes: Orrett
Absent: Brandau

Kathryn M. McKenna
KATHRYN M. MCKENNA, SECRETARY

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT ON NOV 0 6 1992 .

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS. IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD OF SUPERVISORS ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE NOV 1 6 1992 .

THIS APPLICATION IS ALSO APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE DECISION BY THE BOARD OF SUPERVISORS, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (408) 479-3511 OR AT 640 CAPITOLA ROAD, SANTA CRUZ, CA.

THIS PERMIT EXPIRES TWO YEARS AFTER THE ABOVE DATE OF GRANTING THEREOF.

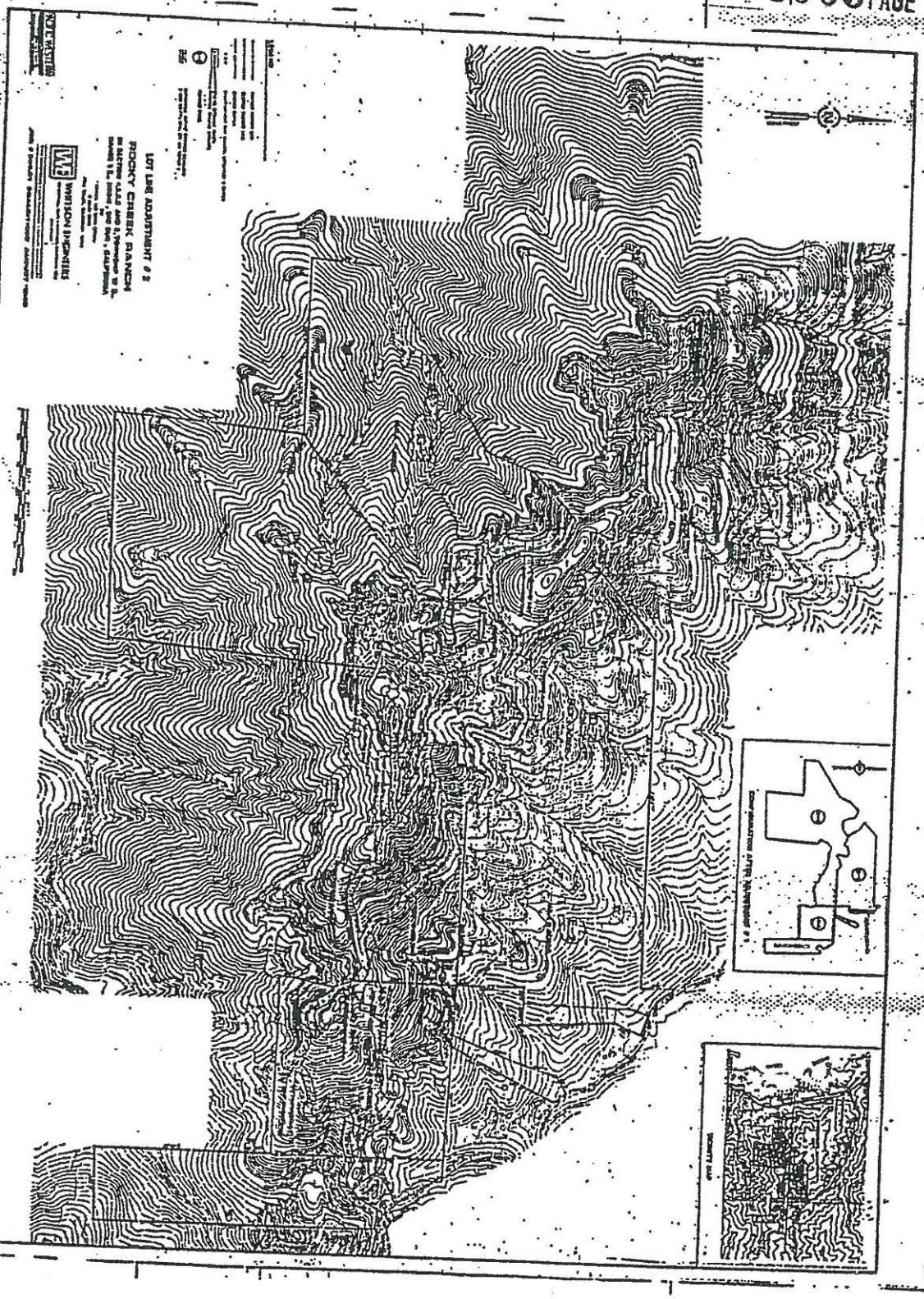


EXHIBIT B

PAGE 34 OF 39 PAGES

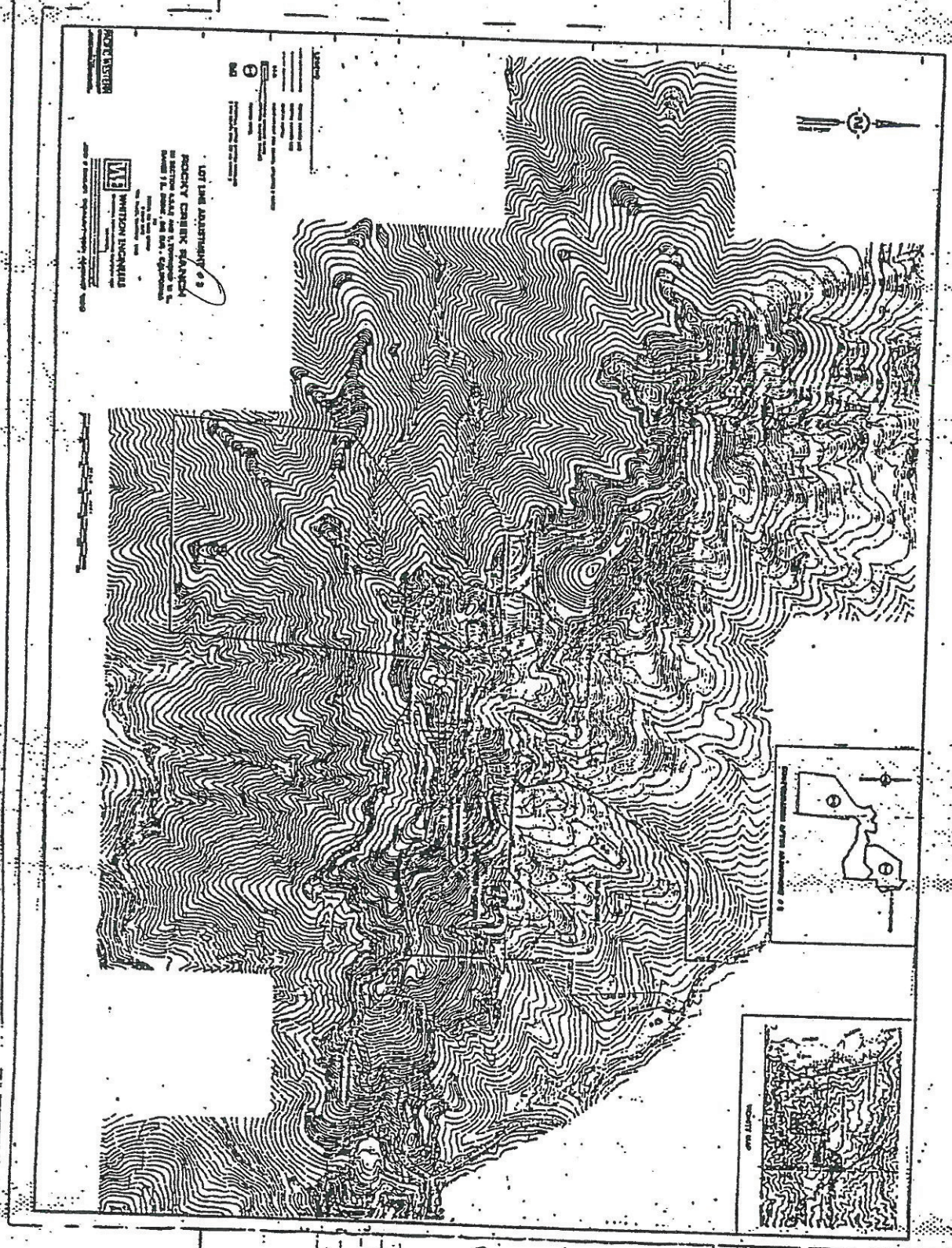


EXHIBIT B

PAGE 35 OF 39 PAGES

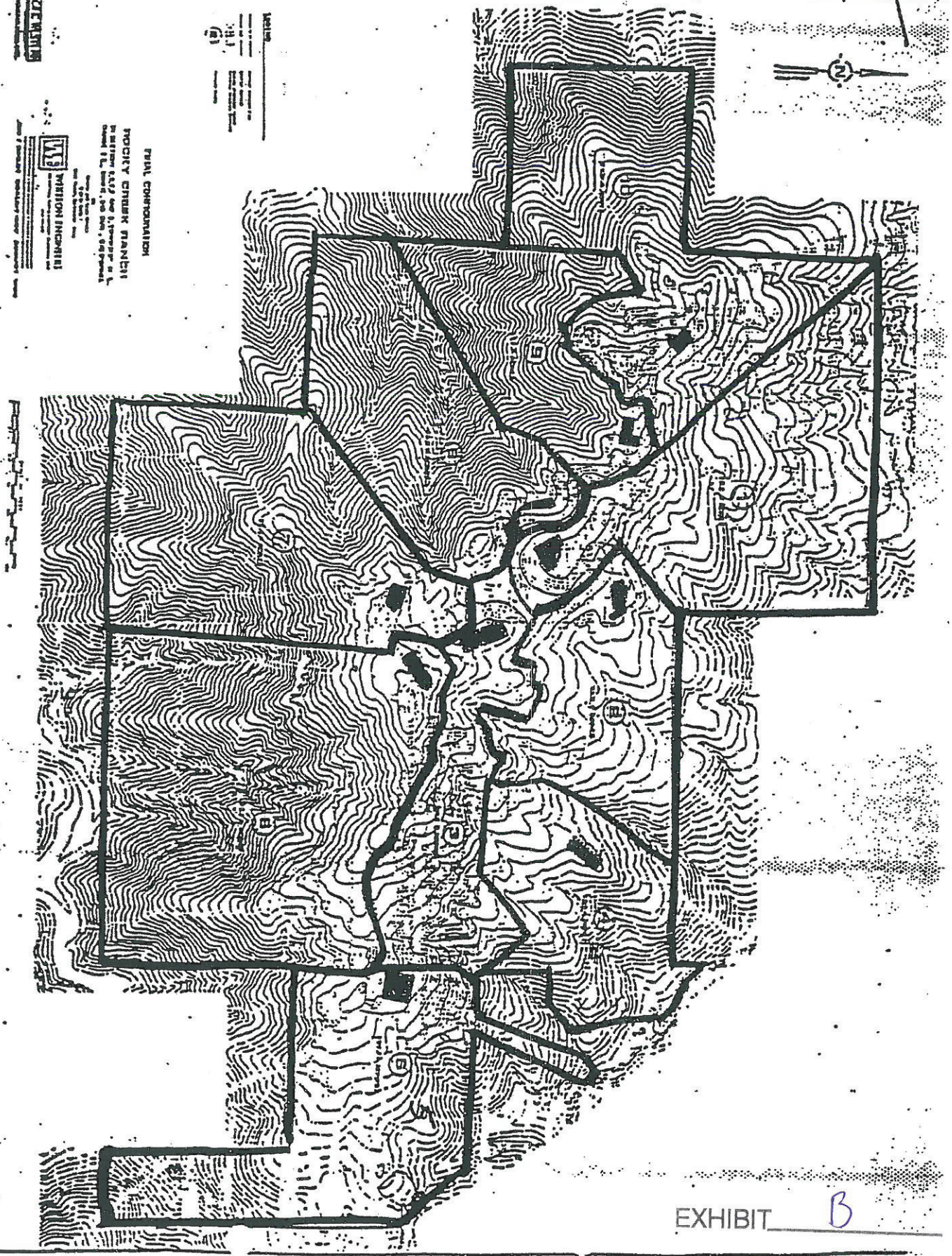


EXHIBIT B

EXISTING LOT CONFIGURATION

Figure 3

EXHIBIT B

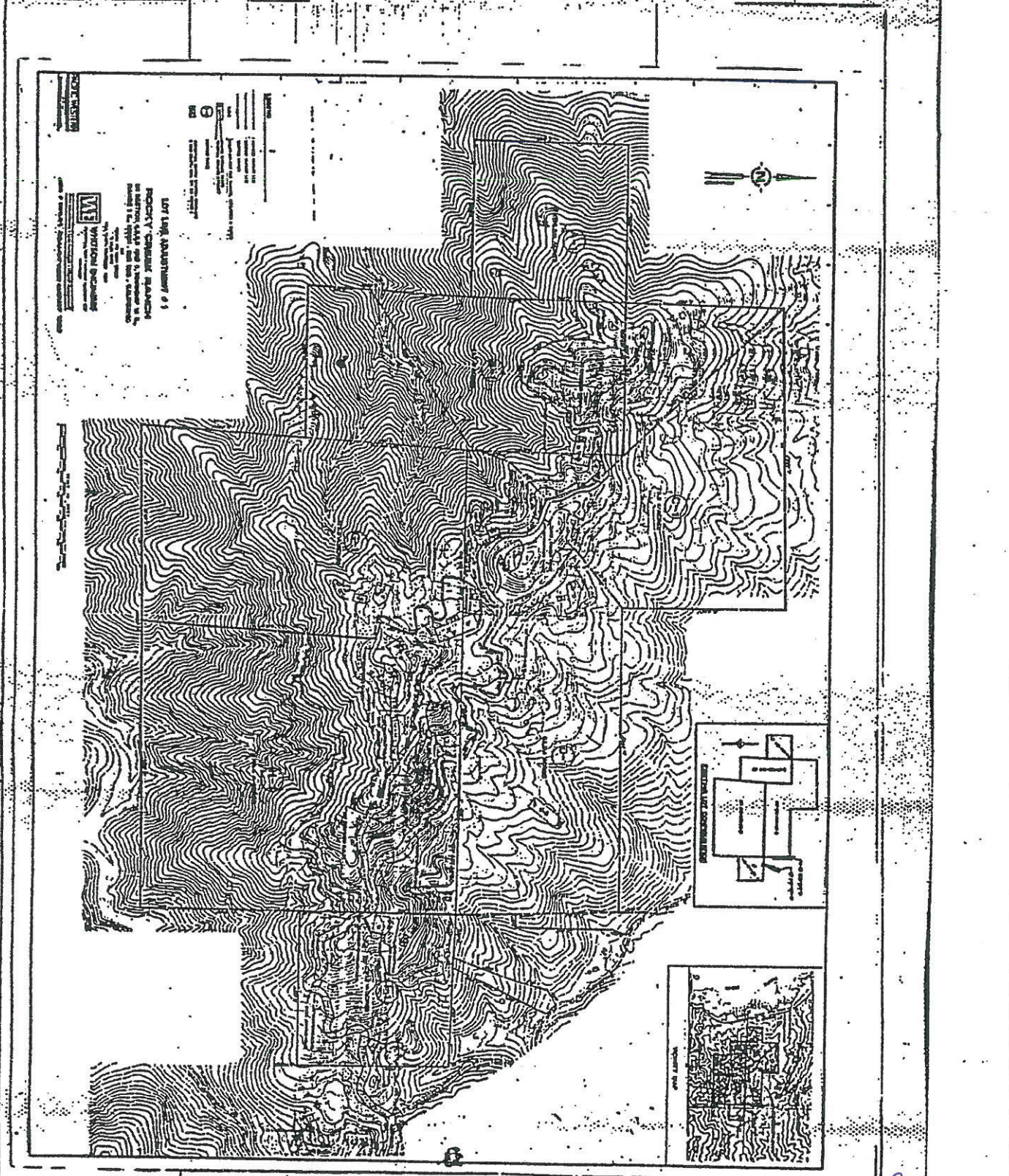


EXHIBIT B

Before the Board of Supervisors in and for the
County of Monterey, State of California

REEL 3063 PAGE 407

Authorize the Board Chairwoman to sign the Conservation and Scenic Easement Deed and Conservation and Archaeological Easement Deed with Marshall Rothman; Big Sur Area of the Coastal Zone

Upon motion of Supervisor Perkins, seconded by Supervisor Salinas, and carried by those members present, the Board hereby authorizes the Chairwoman to sign the Conservation and Scenic Easement Deed and Conservation and Archaeological Easement Deed with Marshall Rothman.

PASSED AND ADOPTED on this 1st day of February, 1994, by the following vote, to-wit:

AYES: Supervisors Salinas, Shipnuck, Perkins, Johnsen & Karas.
NOES: None.
ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board Supervisors duly made and entered in the minutes thereof at page __ of Minute Book 69, on Feb. 1, 1994

Dated: Feb. 1, 1994

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By _____ Deputy

Order 02/01/94

EXHIBIT B

PAGE 39 OF 39 PAGES

END OF DOCUMENT

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Introduced: 5/29/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
b. Accept a Conservation and Scenic Easement Deed covering approximately 467 square feet at 26357 Scenic Road, Carmel, (Assessor's Parcel Number 009-422-018-000) to satisfy a condition of approval related to Zoning Administrator Resolution No. 25-018 (Planning File No. PLN240072);
c. Authorize the Chair to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.
(Conservation and Scenic Easement Deed - PLN240072, Cappo Real Estate Holdings LLC, 26357 Scenic Road, Carmel, Assessor's Parcel Number 009-442-018-000, Carmel Land Use Plan, Coastal Zone.)

PROJECT INFORMATION:

Planning File Number: PLN240072
Owners: CAPPO REAL ESTATE HOLDINGS LLC
Project Location: 26357 SCENIC ROAD, CARMEL
APN: 009-442-018-000
Agent: Rikki Lougee
Plan Area: Carmel Land Use Plan, Coastal Zone
CEQA Action: Categorically Exempt pursuant to CEQA Guidelines section 15317

RECOMMENDATION:

Staff recommends that the Board of Supervisors:
a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317; and
b. Accept a Conservation and Scenic Easement Deed covering approximately 467 square feet at 26357 Scenic Road, Carmel, (Assessor's Parcel Number 009-422-018-000) to satisfy a condition of approval related to Zoning Administrator Resolution No. 25-018 (Planning File No. PLN240072); and
c. Authorize the Chair to execute the Conservation and Scenic Easement Deed; and
d. Direct the Clerk of the Board to submit the Conservation and Scenic Easement Deed to the County Recorder for filing with all recording fees to be paid by the applicant.

SUMMARY

On May 8, 2025, The Zoning Administrator adopted Resolution No. 25-018 (Planning File No. PLN240072) approving a Coastal Development Permit and Design Approval to allow construction of a 173 square foot deck, reconstruction of a retaining wall, construction of a landscaping path, and site improvements within 750 feet of known archaeological resources. The project was subject to 7 Conditions of Approval. Condition of Approval No. 5 requires the Owner to convey a Conservation Scenic Easement Deed (CSED) to the County of Monterey over portions of the property that should remain undeveloped to protect cultural resources. The acceptance and recordation of this CSED will satisfy the Condition of approval and ensure long-term protection of resources on property.

The applicant has submitted the CSED and map showing the general location of the easement on the property, along with the metes and bounds description, both of which are appended to this Report, collectively, as **Attachment B**. No construction will be allowed within the easement area. Recordation of this easement will be disclosed to future property owners where development is prohibited on the parcel in conformance with the Carmel Land Use Plan requirements and the condition of approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Acceptance of the scenic easement qualifies for a Class 17 categorical exemption under CEQA because it constitutes the acceptance of easements to maintain the open space character of the area (CEQA Guidelines, § 15317).

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved the Conservation and Scenic Easement Deed as to form.

FINANCING:

Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget for Housing and Community Development (HCD) Appropriation Unit HCD002, Unit 8543. All costs associated with the maintenance of the CSED will be borne by the project applicant, not the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action represents effective and timely response to our HCD customers. Processing this application in accordance with all applicable policies and regulations also provides the County with accountability for proper management of our land resources.

Check the related Board of Supervisors Strategic Plan Goals:

X Administration
__Well-Being and Quality of Life
__Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
__Diverse and Thriving Economy

Prepared by: Summer Obledo, Permit Technician II ext. 7096

Reviewed and Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:

Attachment A - Memorandum to the Clerk of the Board

Attachment B - Conservation and Scenic Easement Deed, including:

- Property Legal Description
- Monterey County Zoning Administrator Resolution No. 25-018
- Easement Legal Description and Easement Plat Map

cc: Front Counter Copy; Summer Obledo, Permit Technician II; Craig Spencer, HCD Director; Rikki Lougee, Agent; Cappo Real Estate Holdings LLC, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Project File PLN240072

Introduced: 5/29/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Find that the acceptance of the Conservation and Scenic Easement Deed is categorically exempt under California Environmental Quality Act (CEQA) Guidelines section 15317;
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Check the related Board of Supervisors Strategic Plan Goals:

X Administration
__Well-Being and Quality of Life
__Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
__Diverse and Thriving Economy

Prepared by: Summer Obledo, Permit Technician II ext. 7096
Reviewed and Approved by: Craig Spencer, HCD Director

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– Easement Legal Description and Easement Plat Map

cc: Front Counter Copy; Summer Obledo, Permit Technician II; Craig Spencer, HCD Director; Rikki Lougee, Agent; Cappo Real Estate Holdings LLC, Owners; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Lozeau Drury LLP; Christina McGinnis, Keep Big Sur Wild; Project File PLN240072

Attachment A

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COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

CRAIG W. SPENCER, DIRECTOR

Planning – Building - Housing
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025
co.monterey.ca.us

MEMORANDUM

Date: Board of Supervisors Consent Agenda – June 9, 2026

To: Valerie Ralph
Clerk of the Board

From: Summer Obledo, Permit Technician II
HCD-Planning

Subject: Conservation and Scenic Easement Deed for CAPPO REAL ESTATE HOLDINGS LLC– HCD-Planning File No. PLN240072

After approval/acceptance by the Board of Supervisors, the Clerk of the Board will submit the Conservation and Scenic Easement Deed (**Attachment B**) to the County Recorder for filing and recordation. Please contact Summer Obledo, HCD-Planning, at (831) 783-7096 or Obledos@countyofmonterey.gov, prior to recording the documents.

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Attachment B

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When recorded return to:
COUNTY OF MONTEREY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING
Attn: **SUMMER OBLEDO**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Owner Name:	Cappo Real Estate Holdings, LLC a Tennessee limited liability company
Permit No.:	PLN240072
Resolution No.:	25-018
APN:	009-442-018-000
Project Planner:	Summer Obledo

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF $ 0
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

_____
Signature of Declarant or Agent

ARCHAEOLOGICAL EASEMENT DEED (COASTAL)

THIS DEED made this ____ day of _____, _____, by and between **Cappo Real Estate Holdings, LLC a Tennessee limited liability company** as Grantor, and the *COUNTY OF MONTEREY*, a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (the Property); and

WHEREAS, the Property has certain environmental resources; and

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the resources present on the property; and

WHEREAS, the California Coastal Act of 1976, (the Act) requires that any coastal development permit approved by the County be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a **Coastal Development Permit and Design Approval** (File Number **PLN240072**) (the Permit" was granted on **May 8, 2025** by the Monterey County **Zoning Administrator** pursuant to the Findings, Evidence and Conditions contained in Resolution No. **25-018**. That Resolution is attached hereto as Exhibit "B" (without plans) and hereby incorporated by reference, the Resolution) subject to the following condition(s):

Condition No. 5:

"A conservation and scenic easement shall be conveyed to the County over those portions of the property where Archaeological resources exist(s). The easement shall be developed in consultation with certified professionals. An easement deed shall be submitted to, reviewed and approved by, the Director of HCD - Planning and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to the issuance of grading and building permits."

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in the Resolution granted the Permit to the Grantor subject to Condition No. 5 described above (the Condition) requiring that the Grantor record a conservation and scenic easement (the easement) over the Property as shown in Exhibit "C" attached hereto and hereby incorporated by reference, and agree to restrict development on and use of the Property to preserve the Property's archaeological resources and prevent the adverse direct and cumulative effects on those resources that could occur if the Property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the permit because a finding must be made under the law that the proposed development conforms with the provisions

of the certified Local Coastal Program and that in the absence of the protection provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this easement so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey an easement, thereby protecting the existing conditions and archaeological resources by the restricted use and enjoyment of the Property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the County of Monterey an estate, interest, and an easement in said real property of Grantor of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of said Property by said Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's Property the various acts hereinafter mentioned.

A. PROPERTY SUBJECT TO EASEMENT. The Property is situated in the County of Monterey, State of California. The portion of the Property to which this instrument applies is particularly described and depicted in Exhibit "C", attached hereto, and made a part hereof (the Easement Area).

B. RESTRICTIONS. The restrictions hereby imposed upon the use of the Easement Area by the Grantor and the acts which said Grantor shall refrain from doing upon the Easement Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said Easement Area.

2. That no advertising of any kind or nature shall be located on or within the Easement Area.

3. That the Grantor shall not plant or permit to be planted any vegetation upon the Easement Area, except as approved through Resolution Number 25-018 and future Coastal Development Permits as applicable.

4. That, except for the maintenance of the existing path as shown on Resolution No. 25-018, subject to the granting of the applicable Coastal Development Permits and obtaining recommendations by a qualified archaeologist, the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That no use of the Easement Area which will or does materially alter the landscape or surface and subsurface features of said Property other than those specified above shall be done or suffered.

C. EXCEPTIONS AND RESERVATIONS. The following are excepted and reserved to the Grantor to be implemented consistent with the objectives, purposes and conditions of this easement:

1. The right to maintain all existing vegetation and private pathways upon the Easement Area.

2. The use and occupancy of the Easement Area not inconsistent with the conditions and restrictions herein imposed.

3. Management of vegetation within the Easement Area in accordance with the Fuel Management Plan approved with the Permit on file with the Monterey County Planning Department.

D. SUBJECT TO APPLICABLE LAWS. Land uses permitted or reserved to the Grantor by this instrument shall be subject to all applicable laws regulating the use of land.

E. BENEFIT AND BURDEN. This grant of the easement shall run with and burden the Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind the Grantor and all of its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the Property contrary to the terms of this grant of easement will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Property which would

subject the Grantee to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property or Easement Area is strictly limited to preventing uses inconsistent with the interest granted, the Property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the Property or Easement Area for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

K. SEVERABILITY. If any provision of this easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this ____ day of _____, ___, at _____, California.

Cappo Real Estate Holdings, LLC a Tennessee limited liability company

By: _____ By: _____
(Signature) (Signature)

_____ _____
(Print or Type Name and Title) (Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated **May 8th, 2025** from **Cappo Real Estate Holdings, LLC a Tennessee limited liability company** to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____.

_____
Wendy Root Askew
Chair, County of Monterey Board of Supervisors

ATTEST:
DATED: _____.

_____
Valerie Ralph
Clerk of Said Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Approved as to form:
Susan K. Blitch, County Counsel

By: _____ DATED: _____

Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBITS TO BE ATTACHED TO:
ARCHAEOLOGICAL EASEMENT DEED

1. ***EXHIBIT "A":*** Full legal description of the entire property for which a Development Permit was granted. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.

2. ***EXHIBIT "B":*** A copy of Monterey County Resolution granting the Development Permit.

3. ***EXHIBIT "C":*** An official surveyor's map, parcel map or plot plan, accompanied by a metes and bounds description, prepared by a licensed surveyor, showing the exact location of the easement on the property. Exhibits shall be marked as C-1, C-2, etc.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Monterey, State of California, and is described as follows:

PARCEL I:

Beginning at the most Northwesterly corner of Lot 20 in Block B-14, of Addition No. 7 to Carmel-By-The-Sea, as said Lot and Block are shown and delineated on that certain Map entitled, "Map of Addition No. 7 to Carmel-By-The-Sea, Monterey County, California", filed on May 4, 1910 in Volume 2 of Maps of Cities and Towns, at Page 24, Records of Monterey County, California and running thence

(1) N. 69° 05' E., 100.18 feet along the Northwesterly line of Lot 20 and Lot 19; thence

(2) S. 20° 55' E., 50.00 feet; thence

(3) S. 69° 05' W., 92.60 feet to a point on the Northeasterly line of Scenic Road; thence

(4) N. 14° 51' W., 10.05 feet; thence

(5) N. 32° 53' W., 40.86 feet to the point of beginning.

PARCEL II:

A non-exclusive perpetual easement for underground utilities along the most Northerly 3 feet of Lot 19, in said Block B-14, such easement to serve the property hereby conveyed from Oceanview Avenue.

APN: 009-442-018-000

Before the Zoning Administrator in and for the County of Monterey, State of California

In the matter of the application of:
CAPPO REAL ESTATE HOLDINGS LLC (PLN240072)

RESOLUTION NO. 25-018

Resolution by the County of Monterey Zoning Administrator:

1) Finding the project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 of the CEQA guidelines, and that there are no exceptions pursuant to Section 15300.2 of the CEQA guidelines; and
2) Approving a Coastal Development Permit and Design Approval to allow construction of a 173 square foot deck, reconstruction of a retaining wall, construction of a landscaping path, and site improvements within 750 feet of known archaeological resources.

[PLN240072, CAPPO REAL ESTATE HOLDINGS LLC , 26357 Scenic Rd, Carmel, Carmel Area Land Use Plan, (APN: 009-442-018-000)]

The CAPPO REAL ESTATE HOLDINGS LLC application (PLN240072) came on for public hearing before the County of Monterey Zoning Administrator on May 8, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Zoning Administrator finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE:

a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
   - the 1982 County of Monterey General Plan;
   - Carmel Area Land Use Plan ;
   - County of Monterey Coastal Implementation Plan Part 4;
   - County of Monterey Zoning Ordinance (Title 20).

   No conflicts were found to exist. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

b) Allowed Use. The subject property is located at 26357 Scenic Rd, Carmel (Assessor's Parcel Number 009-442-018-000), Carmel Area Land Use Plan, and is within the Coastal Zone. The subject property is zoned Medium Density Residential with a maximum gross density of two units per acre, a Design Control overlay, and an 18 foot height limit in the Coastal Zone or "MDR/2-D(18)(CZ)". The Design Control overlay requires the granting of a Design Approval for all development.

As proposed, the project involves the construction of a 173 square foot deck, reconstruction of a retaining wall, and installation of site improvements, including landscaping and a walkway. The project also involves development within 750 feet of known archaeological resources and thus requires the granting of a Coastal Development Permit. Therefore, the project is an allowed land use for this site.

c) Lot Legality. The subject property is shown in its current configuration and under separate ownership as Lot 18 of Block 442 in Volume 1, Book 9, Page 44 of the 1964 and 1972 Assessor's Parcel Maps. Therefore, the County recognizes the subject property as a legal lot of record.

d) Review of Development Standards. The project meets all required development standards for Medium Density Residential or "MDR" zoning, which are identified in Title 20, Section 20.14.060. Pursuant to Title 20, Section 20.06.250, paths, patios, and decks less than 24 inches above grade do not count towards structural coverage. The proposed 173 square foot deck has a height of 23 inches above natural grade, and therefore will not be counted towards structural coverage. The proposed landscaping path will be partially located outside of the property line; an encroachment permit will be granted by HCD-Building Services to allow the encroachment. No other structural development is proposed at this time.

e) Design and Visual Resources. Pursuant to Title 20 Chapter 20.44, the project parcel and surrounding area are designated as a Design Control Zoning District ("D" zoning overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of the public viewshed and neighborhood character. The existing exterior colors and materials are compatible with the surrounding environment and are consistent with the surrounding residential neighborhood character which will not be changed. The proposed development will not be visible from a scenic corridor or major common public viewing area due to location, topography, and intervening development and vegetation. Therefore, as proposed and conditioned, the project is compatible with the surrounding environment, consistent with the surrounding residential neighborhood character, and assures protection of the public viewshed and visual integrity.

f) Cultural Resources. According to county GIS records, the subject property is within 750 feet of a known archaeological resource. Pursuant to the Carmel Area Land Use Plan section 20.146.090.B.1, a Phase I and Phase II archaeological report (LIB240267) was prepared. The results of both the pedestrian survey and the subsurface evaluation were positive for pre-contact site indicators and intact midden associated with CA-MNT-17. The project scope was adjusted to minimize and avoid impacts to sensitive areas in conformance with Carmel Area Land Use Plan Policy 2.8.3.4. Measures to design the project to avoid potential impacts, as recommended by the project archaeologist, have been incorporated into the project's design and conditions of approval. To create the path, three inches of compacted aggregate and a layer of decomposed granite will be installed on top of the landscaping fabric.

This design ensures there is no ground disturbance within the known cultural resource area. Carmel Area Land Use Plan Policy 2.3.5.4 encourages the removal of non-native and invasive plant species. Prior to the hand removal of invasive plants within the sensitive resource area, a foliar herbicide shall be applied to the plants for 4 weeks. Excavation and/or digging into the existing soil is not permitted. Native dune species restoration within the resource boundary shall be limited to hand seeding and plugs no larger than 1.5-inches in diameter and 5.5-inches deep. The proposed deck utilizes two surface pier footings, which will be located outside of the mapped resource boundary. An archaeological monitor and a Tribal cultural monitor shall be retained to monitor all project-related ground disturbance, and a cultural resource sensitivity training shall be conducted prior to any ground-disturbing activities. All of these recommendations have been incorporated as conditions of approval pursuant to Carmel Area Coastal Implementation Plan section 20.146.090.D.2.a. Additionally, these recommendations are consistent with Public Resources Code section 21083.2(b), which require avoiding archaeological resources and capping resources.

g) Land Use Advisory Committee (LUAC) Review. The project was referred to the Carmel Unincorporated/Highlands Land Use Advisory Committee (LUAC) for review on December 2, 2024. The LUAC members voted 7-0 to support the project as proposed.

h) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in Project File PLN240072.

2. **FINDING:** **SITE SUITABILITY –** The site is physically suitable for the use proposed.

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Cypress Fire Protection District. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) Staff identified potential impacts to Cultural Resources. The following report has been prepared:

- "Archaeological Review" (County of Monterey Library No. LIB240267) prepared by Susan Morley, Marina, CA, May 2023.

The above-mentioned technical report by outside consultants indicated that there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff has independently reviewed these reports and concurs with their conclusions.

c) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey HCD - Planning for the proposed development found in Project File PLN240072.

3. **FINDING:** **HEALTH AND SAFETY -** The establishment, maintenance, or operation of the use or structure applied for, will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use; or be detrimental or injurious to property and improvements in the neighborhood; or to the general welfare of the County.

EVIDENCE:
a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, and Cypress Fire Protection District. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.
b) All necessary public facilities will continue to be provided to the main residence. Potable water is provided by California American Water, and sewer service is provided by Carmel Area Wastewater District.
c) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey HCD - Planning for the proposed development found in Project File PLN240072.

4. **FINDING:** **NO VIOLATIONS -** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:
a) Staff reviewed County of Monterey HCD Planning and Building Services Department records and is not aware of any violations existing on subject property and there are no known violations on the subject parcel.
b) The application, plans and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File PLN240072.

5. **FINDING:** **CEQA (Exempt): -** The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.

EVIDENCE:
a) California Environmental Quality Act (CEQA) Guidelines Section 15301 categorically exempts minor alterations of existing public or private structures involving negligible or no expansion of existing or former use.
b) As proposed, the project involves the construction of a deck, reconstruction of a retaining wall, construction of a ramped landscaping path, and associated site improvements, which are accessory to and will not change the residential use of the property and existing dwelling. Therefore, the project meets the Class 1 Categorical Exemption requirements.
c) None of the exceptions under CEQA Guidelines Section 15300.2 apply to this project. There is no significant effect on the environment due to unusual circumstances. No trees are proposed for removal and the

proposed development is not visible from any scenic corridor or scenic highway. There is no cumulative impact without any prior successive projects of the same type in the same place, over time, and no new land use is proposed. The site is not included on any list compiled pursuant to Section 65962.5 of the Government Code to be considered a hazardous waste site. No known biological or historical (structural) resources are present. While there are known historical/cultural resources (archaeological) on-site, no structural development is proposed within these areas. The on-site cultural/archaeological resource has been identified as CA-MNT-17, a significant resource under CEQA eligibility requirements. However, the project has been designed to ensure there will be no impacts to this significant cultural resource by avoiding ground disturbance within its known boundary and capping the resource, as required by Public Resources Code section 21083.2(b). Further, as required by the Carmel Area Land Use Plan, this project's standard County Conditions of Approval incorporate the Project Archaeologist's recommendations and will ensure that no inadvertent impacts occur during construction. See Finding No. 1, evidence "e". Therefore, there is no evidence that the project would result in a potentially significant adverse change to a significant archaeological resource, nor would the project have a significant effect on the environment. Finally, there are no unusual circumstances associated with undertaking the project that would create a reasonable possibility that the project would have a significant effect on the environment.

d) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development found in Project File PLN240072.

6. **FINDING:** **APPEALABILITY -** The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: a) Board of Supervisors. Pursuant to Title 20, Section 20.86.030, an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.

b) Coastal Commission. Pursuant to Title 20 section 20.86.080.A, the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and first through public road paralleling the sea (i.e., State Route/Highway 1 and Scenic Road) and because it involves development that is permitted in the underlying zone as a conditional use (development within 750 feet of known archaeological resources).

Docusign Envelope ID: 7610484D-81A0-481D-988E-DE587ADED042

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Zoning Administrator does hereby:

1. Find the project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 of the CEQA guidelines, and that there are no exceptions pursuant to Section 15300.2 of the CEQA guidelines; and
2. Approve a Coastal Development Permit and Design Approval to allow construction of a 173 square foot deck, reconstruction of a retaining wall, construction of a landscaping path, and site improvements within 750 feet of known archaeological resources.

PASSED AND ADOPTED this 8th day of May, 2025:

DocuSigned by:
Mike Novo
9D45DC219AC247C...

Mike Novo, AICP
Zoning Administrator

COPY OF THIS DECISION MAILED TO APPLICANT ON JUNE 18, 2025.

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE JUNE 30, 2025.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the County of Monterey Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from County of Monterey HCD-Planning and HCD-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

County of Monterey HCD Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN240072

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Coastal Development permit and Design Approval (PLN240072) allows the construction of a 173 square foot deck, reconstruction of a retaining wall, construction of a ramped landscaping path, and site improvements within 750 feet of a positive archaeological site. The property is located at 26357 Scenic Road, Carmel (Assessor's Parcel Number 009-442-018-000), Carmel Area Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Coastal Development Permit and Design Approval (Resolution Number 25-018) was approved by the Zoning Administrator for Assessor's Parcel Number 009-442-018-000 on May 8th, 2025. The permit was granted subject to 7 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to the archaeological resource protection policies of the Carmel Area Land Use Plan, Owner/Applicant shall submit the contract with a Registered Professional Archaeologist to provide on-site archaeological monitoring services for the duration of ground disturbing activities including grading, trenching, augering, and hand excavations. The contract shall specify that excavations into hardpan and bedrock material, and the backfilling and processing of previously excavated materials or imported soils shall not require monitoring. The contract and monitor shall require compliance with the design and landscaping recommendations in Library No. LIB240267. Submit the contract to the Director of the HCD – Planning for review and approval.

If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remain are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:
- The coroner shall contact the Native American Heritage Commission and HCD - Planning within 24 hours.
- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costonoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.
- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.
2. The descendant identified fails to make a recommendation; or
3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(HCD - Planning)

Compliance or Monitoring Action to be Performed:

Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist to provide on-site archaeological monitoring services for the duration of ground disturbing activities including grading, trenching, augering, and hand
excavations. The contract shall specify that excavations into hardpan and bedrock material, and the backfilling and processing of previously excavated materials or imported soils shall not require monitoring. The contract and monitor shall require compliance with the design and landscaping recommendations in Library No. LIB240267. Submit the contract to the Director of the HCD – Planning for review and approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

Prior to Final, the Owner/Applicant, per the Archaeologist, shall submit a report or letter from the archaeologist demonstrating compliance with this condition, and summarizing their methods, findings, and whether resources were found.

4. PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to the issuance of building permits, three (3) copies of a landscaping plan shall be submitted to the Director of HCD - Planning . A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping materials and shall include an irrigation plan. The Plan shall incorporate recommendations of Library No. LIB240267. The plan shall be accompanied by a nursery or contractor's estimate of the cost of installation of the plan. Before occupancy, landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to the Monterey County HCD - Planning. All landscaped areas and fences shall be continuously maintained by the applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. The Plan shall incorporate recommendations of Library No. LIB240267. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by HCD-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Residential Water Release Form and Water Permit Application" to the Monterey Peninsula Water Management District for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to HCD-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be either installed or a certificate of deposit or other form of surety made payable to Monterey County for that cost estimate shall be submitted to Monterey County HCD - Planning.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

5. PD022(A) - EASEMENT-CONSERVATION & SCENIC

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: A conservation and scenic easement shall be conveyed to the County over those portions of the property where Archaeological resources exist(s). The easement shall be developed in consultation with certified professionals. An easement deed shall be submitted to, reviewed and approved by, the Director of HCD - Planning and accepted by the Board of Supervisors prior to recording the parcel/final map or prior to the issuance of grading and building permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to recordation of the parcel/final map or prior to the issuance of grading and building permits, the Owner/Applicant/Certified Professional shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to HCD - Planning for review and approval.

Prior to or concurrent with recording the parcel/final map, prior to the issuance of grading and building permits, or prior to the commencement of use, the Owner/Applicant shall record the deed and map showing the approved conservation and scenic easement. Submit a copy of the recorded deed and map to HCD - Planning.

6. CULTURAL RESOURCES SENSITIVITY TRAINING

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: To reduce potential impacts on cultural resources that may be discovered during ground disturbing and construction activities, a qualified archaeological (i.e., an archaeologist registered with the Register of Professional Archaeologists [RPA] or a Registered Archaeologist [RA] under the supervision of an RPA) shall be retained to prepare and conduct a pre-construction cultural resources training program with all construction crew and serve as an on-call monitor for the duration of all project-related ground-disturbing activities. The purpose of the pre-construction cultural resources training program shall be to train the construction crew on how to identify potential cultural resources, and procedures for if previously unknown cultural resources are identified during construction operations. If at any time, potentially significant archaeological resources or intact features are discovered, Condition of Approval PD003(B) shall be adhered to. The Archaeological Monitor shall review and evaluate any inadvertent discoveries to determine if they are historical resource(s) and/or unique archaeological resources. If the Archaeological Monitor determines that any cultural resources exposed during construction constitute a historical resource and /or unique archaeological resource or tribal cultural resource under CEQA, he/she shall notify the project proponent and other appropriate parties of the evaluation. The Professional Archaeologist shall recommend mitigation measures to mitigate to a less than significant impact in accordance with California Public Resources Code Section 15064.5. The contract shall require that the Archaeological Monitor keep a log of inadvertent discoveries and submit a final report summarizing compliance actions with HCD-Planning.

Compliance or Monitoring Action to be Performed: Prior to the issuance of permits from Building Services, the Applicant/Owner shall submit to HCD-Planning a copy of the contract between the Applicant/Owner and a qualified archaeologist. The contract shall include the requirements of this condition and specify that the archaeologist will prepare and conduct a pre -construction cultural resources training for all construction crew. The contract shall also specify that the archaeologist will be retained on an “on-call” basis for all ground disturbing construction to review, identify, and evaluate cultural resources that may be inadvertently exposed during construction.

Prior to initial ground disturbance, the Applicant/Owner shall submit evidence to HCD-Planning demonstrating that the pre-construction cultural resources training meeting occurred as required by this condition. Such evidence shall be in the form of a letter from the qualified archaeologist and a list of attendees

7. ON-SITE TRIBAL MONITOR

Responsible Department: Planning

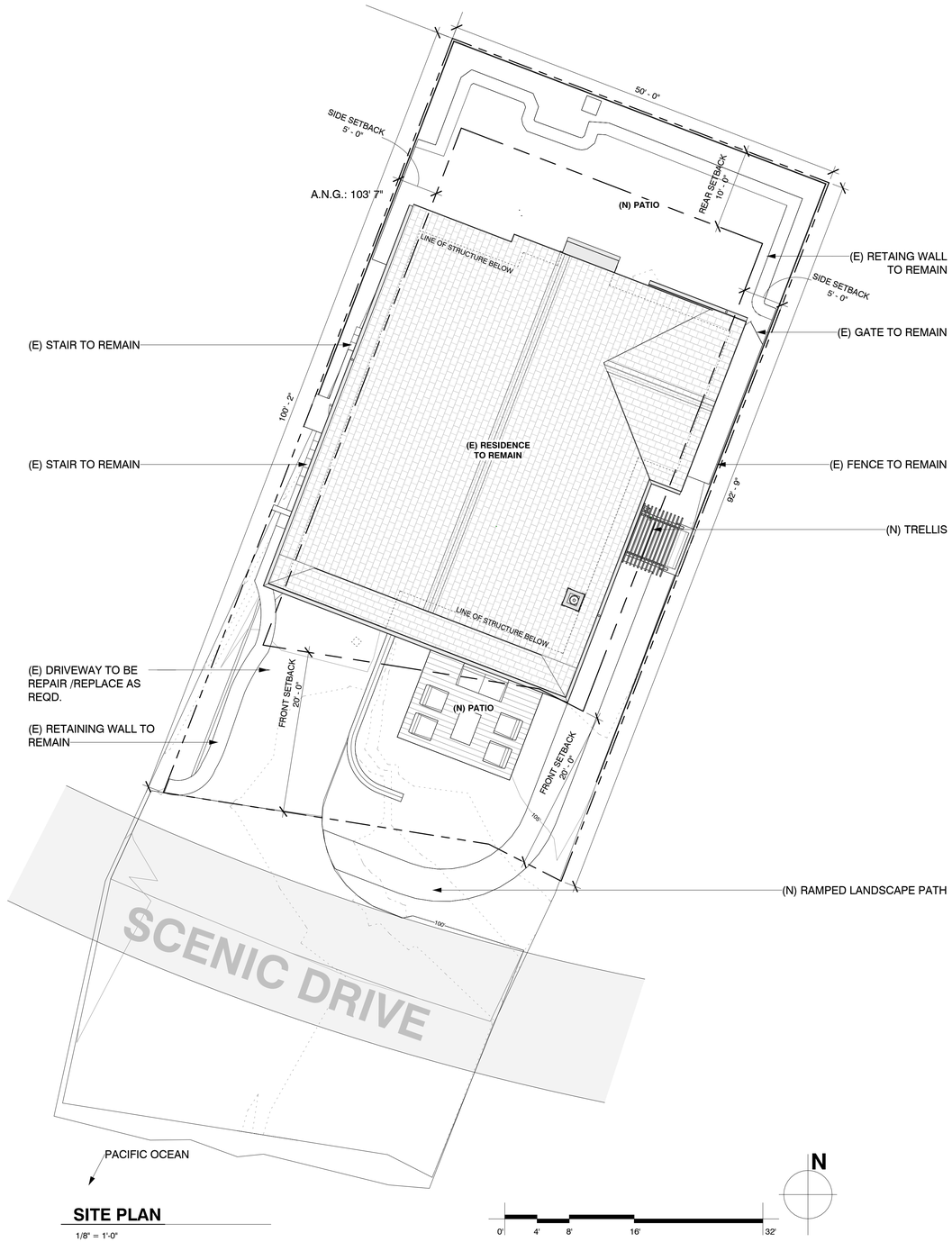
Condition/Mitigation Monitoring Measure: To ensure that Tribal Cultural Resources incur a less than significant impact if encountered, a Tribal Monitor approved by the appropriate tribe traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements, or other appropriately NAHC-recognized representatives, shall be on-site and observe all project-related grading and excavation to identify findings with tribal cultural significance. This Tribal Monitor shall have the authority to temporarily halt work in order to examine any potentially significant cultural materials or features. If resources are discovered, the Applicant/Owner/contractor shall refer to and comply with Condition PD003(B) as applicable. This condition is not intended to alleviate the responsibility of the owner or its agents from contacting the County Coroner and complying with State law if human remains are discovered.

Compliance or Monitoring Action to be Performed: 3a: Prior to the issuance of construction permits from HCD-Building Services, the Applicant/Owner shall include a note on the construction plans encompassing the language contained in this condition, including all compliance actions. The Applicant/Owner shall submit said plans to HCD-Planning for review and approval.

3b: Prior to the issuance of construction permits from HCD-Building Services, the Applicant/Owner shall submit evidence to the satisfaction of the Chief of HCD-Planning that a monitor traditionally and culturally affiliated with the vicinity of the subject parcel and that has consulted with the County and designated one lead contact person in accordance with AB 52 requirements, or other appropriately NAHC-recognized representative, has been retained to monitor the appropriate construction activities. This Tribal Monitor shall be retained for the duration of any project-related grading.

3c: Any artifacts found that are not associated with a finding of human remains shall be cataloged by both the Tribal Monitor and the qualified archaeological monitor. Once cataloged, the qualified archaeological monitor will take temporary possession of the artifacts for testing and reporting purposes. Upon completion of these testing and reporting activities, all artifacts, at the discretion of the Property Owner, shall be returned within one (1) year to a representative of the appropriate local tribe as recognized by the Native American Heritage Commission, or the Monterey County Historical Society. A final technical report containing the results of all analyses shall be completed within one year following completion of the fieldwork. This report shall be submitted to HCD-Planning and the Northwest Regional Information Center at Sonoma State University prior to final of construction permits. Artifacts associated with a finding of human remains shall be reburied in accordance with State Law and the penalty for violation pursuant to PRC section 5097.994.

3d: Prior to final inspection from HCD-Building Services, the Tribal Monitor or other appropriately NAHC-recognized representative shall submit a letter to HCD-Planning confirming participation in the monitoring and provide a summary of archaeological and /or cultural finds or no finds, as applicable.



SITE PLAN

1/8" = 1'-0"

PROJECT DATA

CLIENT NAME	JEFFREY CAPPO c/o Studio Schicketanz
ARCHITECT	Studio Schicketanz P.O. Box 2704 Carmel, CA 93921 Phone: 831.622.9000 Fax: 831.309.9932 Contact: Kumaresh Sekaran E-Mail: buildingpermit@studioschicketanz.com
LAND SURVEYOR: **CIVIL ENGINEER:**	LANDSET ENGINEERING 520-B CRAZY HORSE CANYON ROAD SALINAS, CA 93907 PH: 831-443-6970 CONTACT: GUY GIRAUDO
ARCHAEOLOGIST:	ACHASTA ARCHAEOLOGICAL SERVICES 3059 BOSTICK AVENUE MARINA, CA 93933 PH: 831-262-2300 CONTACT: SUSAN MORLEY
LANDSCAPE	BLAKE JOPLING LANDSCAPE ARCHITECTURE 37301 TASSAJARA RD. CARMEL VALLEY , CA 93924 PH: 831-238-1091 CONTACT: BLAKE JOPLING

PROPERTY ADDRESS	26357 SCENIC ROAD
APN/ LOT SIZE:	009-442-018-000 / 0.1 ACRES (44,345.8 SF)
ZONING:	MDR/2-D(18)(CZ)
OCCUPANCY GROUP:	R3 FOR HOUSE - U - FOR GARAGE
WATER SOURCE:	California American Water
SEWER PROVIDER:	Carmel Area Wastewater District
ELECTRICITY PROVIDER:	PG&E

SCOPE OF WORK

LANDSCAPE IMPROVEMENTS TO (E) HOUSE -
ALTER (E) LANDSCAPE WALLS; ADD (N) DECK @ 23"HT.

DEMO (E) WALL & ADD (N) WALL OF LENGTH 24' 4" ; HT. RANGING FROM 6' 0" HT. TO 3' 0" HT.

PLANTING PER LANDSCAPE PLANS

ADD (N) PATHWAY PER APPROVED ENCROACHMENT PERMIT 24EP0180

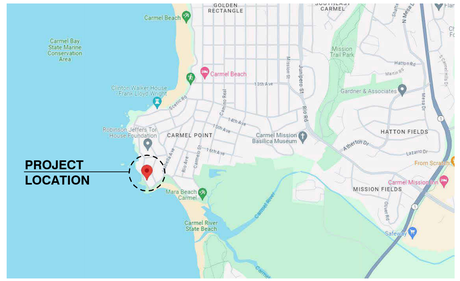
SITE COVERAGE, BLDG HT REMAIN THE SAME.







SITE IMAGES



VICINITY MAP

SHEET INDEX

1A	COVER PAGE & SITE PLAN.
1B	SURVEY.
3E	BUILDING SECTIONS-EXTERIOR PATIO.
4A	LANDSCAPE SITE PLAN.
4B	PLANTING PLAN

TITLE COVER PAGE & SITE PLAN.

CAPPO SCENIC 2

JEFFREY CAPPO **26357 SCENIC ROAD** **APN 009-442-018-000**

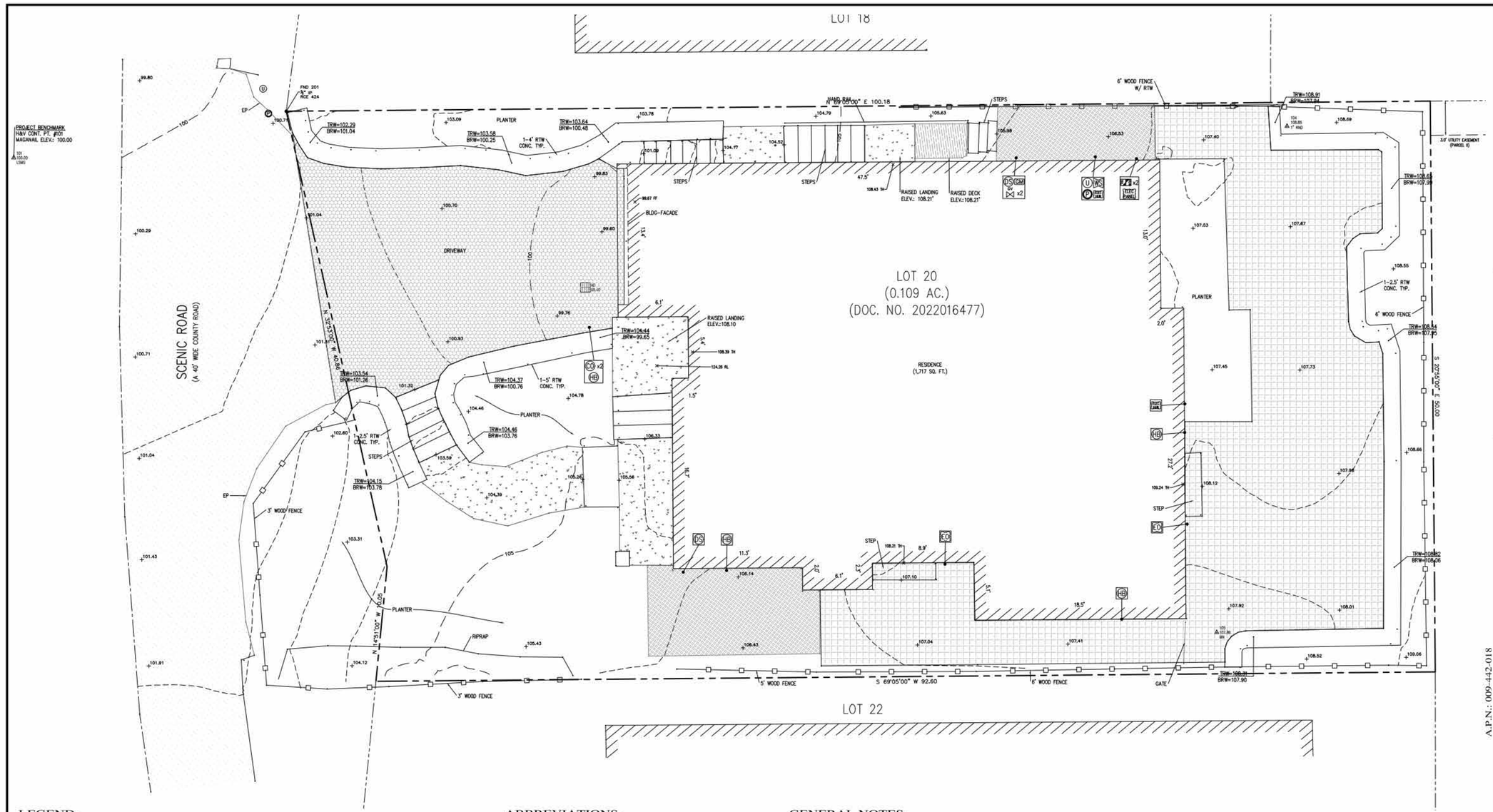
STUDIO SCHICKETANZ P.O. Box 2704, Carmel, CA, 93921 **831.622.9000**

DATE 11/04/2025
SCALE As indicated
DRAWN BY CS
JOB NUMBER 2209

SHEET 1A

4/13/2025 9:47:40 PM
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LEGEND:

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- ORIGINAL PROPERTY BOUNDARY
- EASEMENT (TYPE AS SHOWN)
- ROADWAY CENTERLINE
- 100 MAJOR CONTOUR LINE (5' INTERVAL)
- MINOR CONTOUR LINE (1' INTERVAL)
- FENCE
- ASPHALT CONCRETE
- PORTLAND CEMENT CONCRETE
- GRAVEL
- WOOD
- TILE
- NATURAL GROUND SURFACE/ LANDSCAPED AREA

- CONDUIT
- CLEANOUT
- DOWNSPOUT
- ELECTRICAL HUB
- ELECTRIC METER
- ELECTRICAL OUTLET
- ELECTRICAL PANEL
- ELECTRIC MANHOLE
- FUSEBOX
- GAS LINE
- GAS METER
- GAS VALVE
- GUY WIRE
- HOSE BIB
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- IRRIGATION BOX

- LANDSCAPE LIGHT
- STREETLIGHT
- PG&E BOX
- PG&E GAS MANHOLE
- PIPE
- STORM DRAIN MANHOLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- TELEPHONE BOX
- UNKNOWN UTILITY
- UTILITY HUB
- UTILITY POLE
- WATER METER
- WATER SERVICE
- WATER VALVE
- FOUND MONUMENT (TYPE NOTED)
- SURVEY H&V CONTROL POINT

- 100.00 SPOT ELEVATION
- X100.00 RIDGELINE
- X100.00 FF FINISHED FLOOR
- X100.00 TH THRESHOLD
- TREE (TYPE/SIZE AS MARKED) SYMBOL CENTER IS APPROX CENTER OF TREE
- TWO-PRONGED TREE (2P)
- THREE-PRONGED TREE (3P)
- MULTI-PRONGED TREE (MP)

ABBREVIATIONS:

AC	= ASPHALT CONCRETE	FF	= FINISHED FLOOR	TH	= THRESHOLD
AD	= AREA DRAIN	FL	= FLOWLINE	TR	= TREE
BLDG	= BUILDING	FNC	= FENCE	TYP	= TYPICAL
BRK	= BRICK	FND	= FOUND	UTIL	= UTILITY
BRKR	= BREAKER	FTN	= FOUNTAIN	VGUT	= V-GUTTER
BSW	= BACK OF SIDEWALK	GEN	= GENERATOR	W	= WILLOW
CB	= CATCH BASIN	GR	= GRATE	WD	= WOOD
CE	= CEDAR	GRND	= GROUND		
CHK VLV	= CHECK VALVE	GT	= GATE		
CHNLNK	= CHAINLINK	H	= HOLLY		
CL	= CENTERLINE	MON	= MONUMENT		
CMU	= CONCRETE MASONRY UNIT	MTL	= METAL		
CONC	= CONCRETE	O	= OAK		
CTL	= CONTROL	PA	= PALM		
CW	= COTTON WOOD	PE	= PEPPER		
CYP	= CYPRESS	P	= PINE		
DG	= DECOMPOSED GRANITE	PLST	= PLASTIC		
DK	= TOP OF DECK	R	= REDWOOD		
E	= EUCALYPTUS	RL	= RIDGE LINE		
ELEC	= ELECTRIC	RW	= RETAINING WALL		
EP	= EDGE OF PAVEMENT	SAT	= SATELLITE		
ESMT	= EASEMENT	STN	= STONE		
FDC	= FIRE DEPARTMENT CONNECTION	STP	= STEP		
		SYS	= SYSTEMS		

GENERAL NOTES:

1) ELEVATIONS ARE BASED ON AN ASSUMED DATUM. PROJECT BENCHMARK IS SURVEY H&V CONTROL POINT #101, A MAGNETIC NAIL LOCATED APPROXIMATELY 12' SOUTHERLY AND 21 WESTERLY FROM THE NORTHWESTERLY PROPERTY CORNER, ELEVATION = 100.00' AS SHOWN.
2) NOT ALL UNDERGROUND UTILITIES WERE LOCATED. ONLY VISIBLE FACILITIES ABOVE AND FLUSH WITH THE SURFACE ARE SHOWN. SUB-SURFACE UTILITY LINES DRAWN MAY NOT BE COMPLETE AND SHOULD BE VERIFIED BY FIELD RECONNAISSANCE. UNDERGROUND UTILITY LOCATIONS CAN BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES, PUBLIC AGENCIES, OWNER'S AS-BUILT DRAWINGS, ETC., AND SHOULD BE THOROUGHLY COMPILED AND DEEMED COMPLETE WITHIN THE PROJECT AREA PRIOR TO ANY SITE DEVELOPMENT DESIGN AND/OR CONSTRUCTION.
3) TREE TYPES ARE INDICATED WHEN KNOWN. TREE DIAMETERS ARE LABELED IN INCHES AS MEASURED AT 3' ABOVE THE GROUND. SYMBOL IS APPROXIMATE CENTER OF TREE. TREES SMALLER THAN 6" ARE NOT SHOWN.
4) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY (12/07/22) AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER AND/OR THEIR REPRESENTATIVES.
5) BUILDING CORNERS SHOWN WERE LOCATED AT THE OUTERMOST FACE OF TRIM. DIMENSIONS SHOWN REPRESENT THE BUILDING AT GROUND LEVEL. SQUARE FOOTAGE WAS CALCULATED USING THE OUTERMOST BUILDING FOOTPRINT AS MEASURED. BUILDING OVERHANG(S) ARE NOT SHOWN.
6) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. PROPERTY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION AND FROM FIELD TIES TO EXISTING BOUNDARY MONUMENTATION. THE LOCATION OF THESE LINES IS SUBJECT TO CHANGE, PENDING THE RESULTS OF A COMPLETE BOUNDARY SURVEY.
7) STRUCTURES AND/OR ACCOMPANYING ELEVATIONS SHOWN ON ADJACENT LOTS LOCATED WITHIN 15' OF THE SUBJECT PROPERTY BOUNDARIES ARE APPROXIMATE ONLY AND MAY NOT BE COMPLETE DUE TO RESTRICTED PHYSICAL ACCESS.

4 0 2 4 8

CONTACT INFORMATION:

CLIENT:
MR. JEFFREY CAPPO

ARCHITECT:
LUYEN VU
ERIC MILLER ARCHITECTS, INC.
211 HOFFMAN AVE.
MONTEREY, CA 93940

SITE LOCATION:
26357 SCENIC ROAD
CARMEL, CA 93923

No.	DATE	BY	REVISION
	12/16/22	AL	RELEASED TO CLIENT

APPROVED BY:
GUY R. GIRARDO P.L.S. No. 8703

LANDSET ENGINEERS, INC.
320-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6033 Fax (831) 443-3801
www.landseteng.com

A.P.N.: 009-442-018

TOPOGRAPHIC MAP

OF

THAT CERTAIN PARCEL AS DESCRIBED IN DOC. NO. 2022016477
OFFICIAL RECORDS OF MONTEREY COUNTY
CARMEL-BY-THE-SEA, CALIFORNIA

FOR
MR. JEFFREY CAPPO

SCALE: 1" = 4'
DATE: DEC 2022
JOB NO. 2585-01
SHEET 1
OF 1 SHEETS

L:_PROJECTS - LANDSET ENGINEERS\2585 - Cappo\2585-01 Site Topo\DWG\2585-TOPO.dwg

1286

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TITLE SURVEY.

CAPPO SCENIC 2

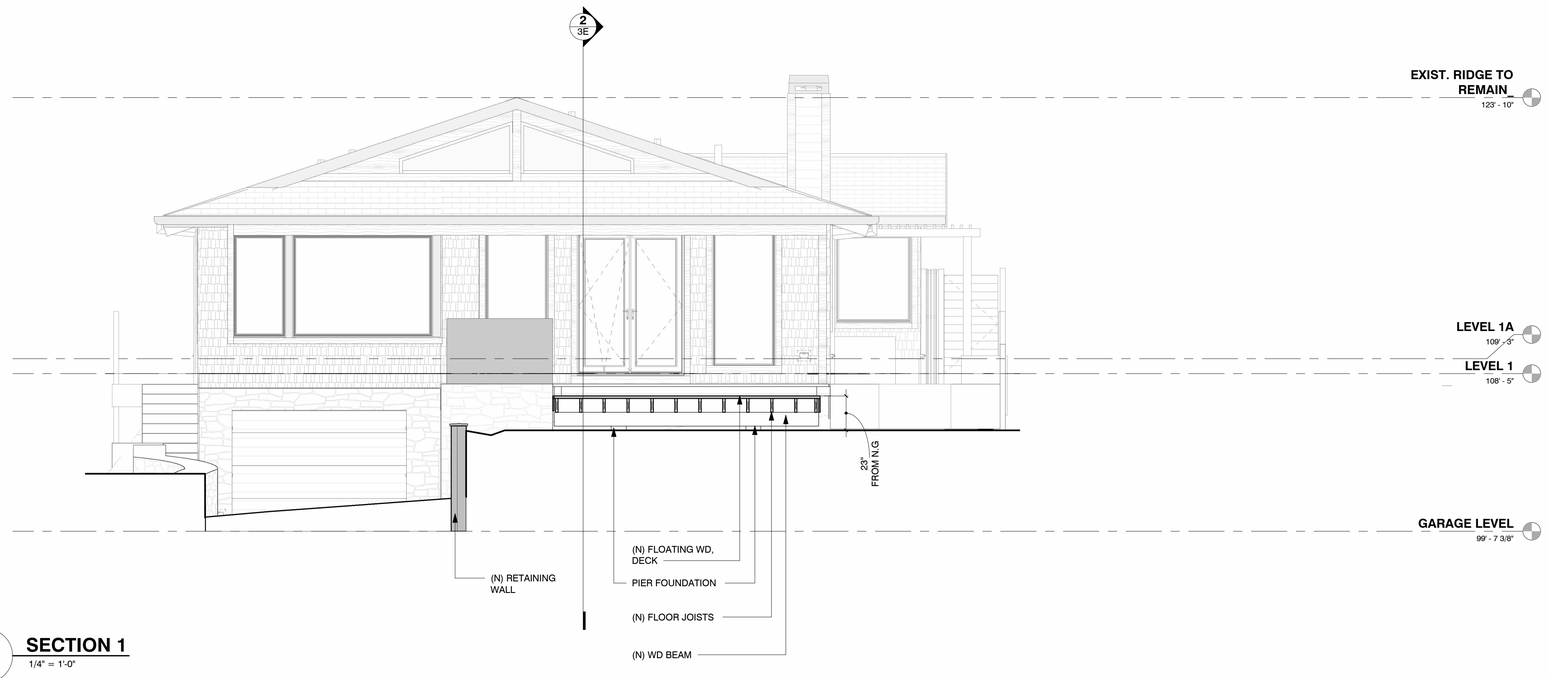
JEFFREY CAPPO 26357 SCENIC ROAD APN 009-442-018-000

STUDIO SCHICKETANZ P.O. Box 2704, Carmel, CA, 93921 831.622.9000

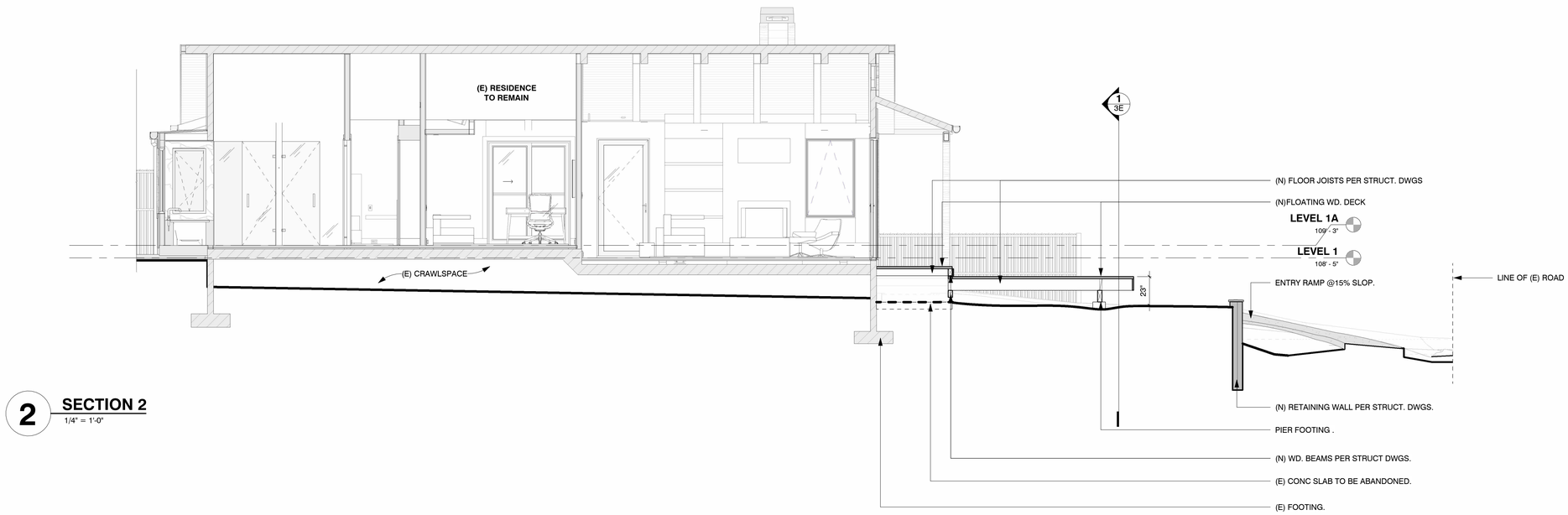
DATE 11/04/2025
SCALE
DRAWN BY CS
JOB NUMBER 2209

SHEET 1B

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1 **SECTION 1**
1/4" = 1'-0"



2 **SECTION 2**
1/4" = 1'-0"

TITLE BUILDING SECTIONS-EXTERIOR PATIO.

CAPPO SCENIC 2

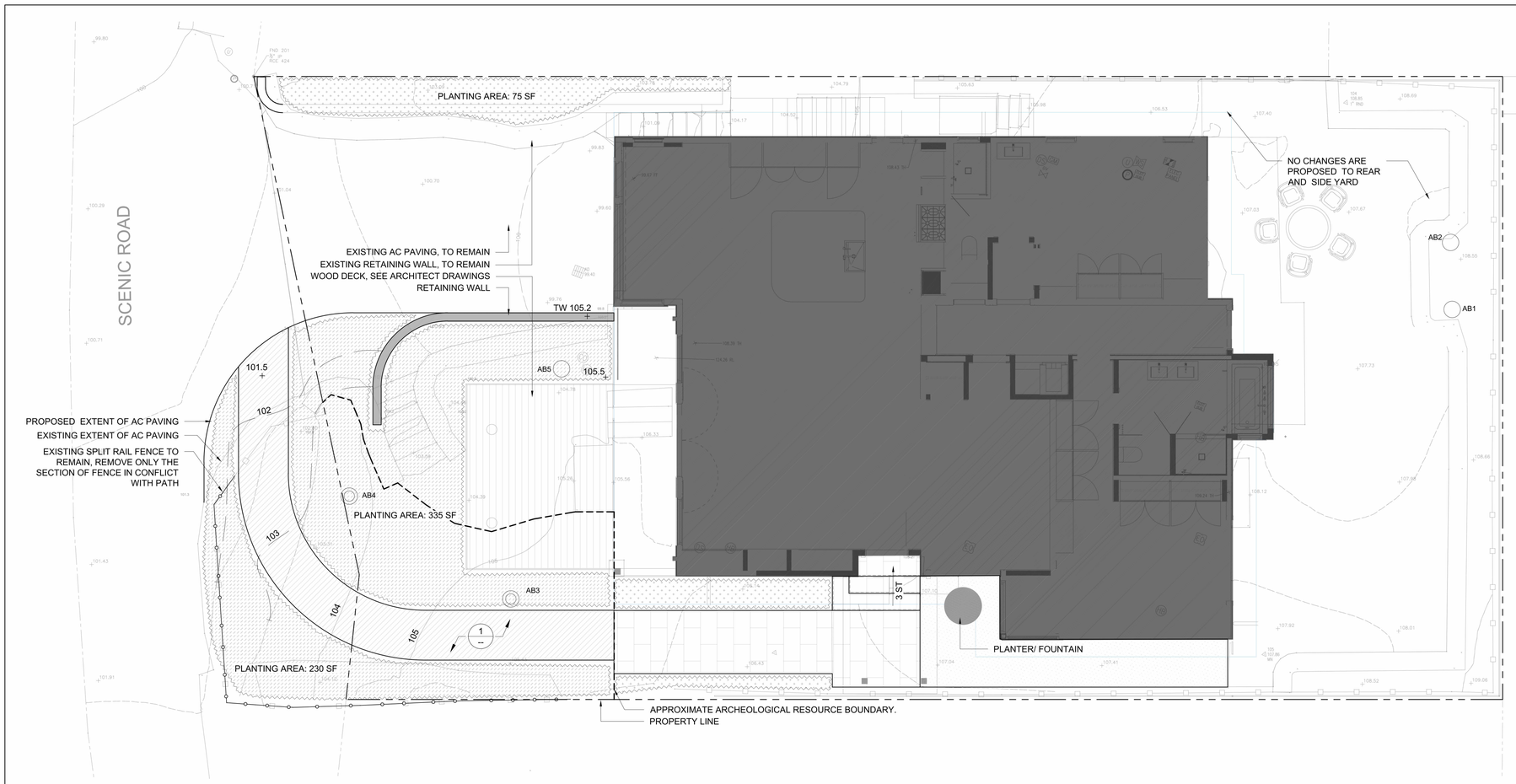
JEFFREY CAPPO 26357 SCENIC ROAD APN 009-442-018-000

STUDIO SCHICKETANZ P.O. Box 2704, Carmel, CA, 93921 831.622.9000

DATE	11/04/2025
SCALE	1/4" = 1'-0"
DRAWN BY	CS
JOB NUMBER	2209

SHEET **3E**

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LANDSCAPE LEGEND

LANDSCAPE PATH: DECOMPOSED GRANITE 'CALIFORNIA GOLD'. PER ARCHEOLOGIST, CONTRACTOR SHALL OBSERVE THE FOLLOWING CONDITIONS:

- ARCHEOLOGICAL MONITORING IS REQUIRED FOR THE DURATION OF PATH CONSTRUCTION
- NO CUT INTO EXISTING SOIL IS ALLOWED
- PRIOR TO PATH CONSTRUCTION, PLACE LANDSCAPE FABRIC OVER ENTIRE PATH AREA, AFFIX FABRIC WITH 6" SOIL STAPLES @ 18" SPACING.

1 ----

DECORATIVE GRAVEL: 3/8" PAMI PEBBLES OVER COMPACTED AGGREGATE BASE

STONE PAVING: NATURAL STONE PAVERS MORTAR SET ON CONCRETE SLAB

RETAINING WALLS - DEMOLISH EXISTING STONE CLAD CONCRETE RETAINING WALLS AND REBUILD IN THE CONFIGURATION SHOWN ON PLANS, SHOP DRAWINGS REQUIRED. NATURAL STONE FACIA TO MATCH HOUSE.

APPROXIMATE LOCATION OF ARCHEOLOGICAL INVESTIGATION BORE HOLE LOCATIONS, REFER TO ARCHEOLOGICAL REPORT.

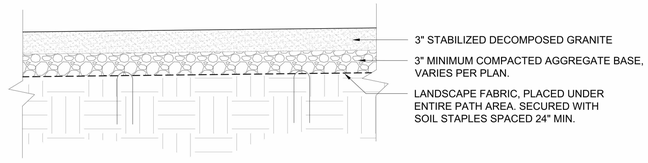
PLANTING WITHIN ARCHEOLOGICAL RESOURCE AREA — PLANTING AREA: 565 SF

- ALL LANDSCAPE WORK IN THIS AREA WILL BE PERFORMED UNDER THE OBSERVATION OF PROJECT ARCHEOLOGIST
- NO PERMANENT IRRIGATION IS ALLOWED. HAND WATERING AND/OR SURFACE DRIP IRRIGATION ONLY. NO TRENCHING IS ALLOWED.
- PLANTING IN THIS AREA SHALL BE RESTRICTED TO HAND SEEDING AND CONTAINER PLANTS NO LARGER THAN 'STUBBIES' @ 1.5 " DIA x 5.5" DEEP
- SEE PLANTING PLAN FOR CLEARING AND GRUBBING REQUIREMENTS

TYPICAL PLANTING AREA — PLANTING AREA: 140 SF

- NEW PLANTING SHALL REPLACE EXISTING PLANTING
- PRESERVE EXISTING IRRIGATION CONNECTIONS TO PLANTERS, REPLACE EXISTING IRRIGATION WITH SUB-SURFACE DRIP IRRIGATION.

TOTAL PLANTING AREA: 705 SF



CROSS SECTION

1 DECOMPOSED GRANITE LANDSCAPE PATH
SCALE: 1 1/2" = 1'

BJ LA
BLAKE JOPLING LANDSCAPE ARCHITECTURE
37301 TASSAJARA RD.
CARMEL VALLEY, CA 93924
T: 831.238.1091

PROJECT
CAPPO RESIDENCE
26357 SCENIC ROAD
CARMEL, CA 93923
APN: 009-442-018-000

SEAL AND SIGNATURE

LICENSED LANDSCAPE ARCHITECT — BLAKE D. JOPLING — 07/31/2025 — Renewal: 10/31 — 05/25/24 — 06/30 — STATE OF CALIFORNIA

CONSULTANTS

NORTH
0' 2' 4' 8'
SCALE: 1/4" = 1'-0"

REV:	ISSUE:	DATE:
	DRAFT	24.02.07
	ISSUED FOR PERMIT	24.03.05

PROJECT NO: 2309.0
DRAWN: BJ
CHECK: BJ
DATE: 24.03.05

LANDSCAPE SITE PLAN

L100

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TITLE: LANDSCAPE SITE PLAN

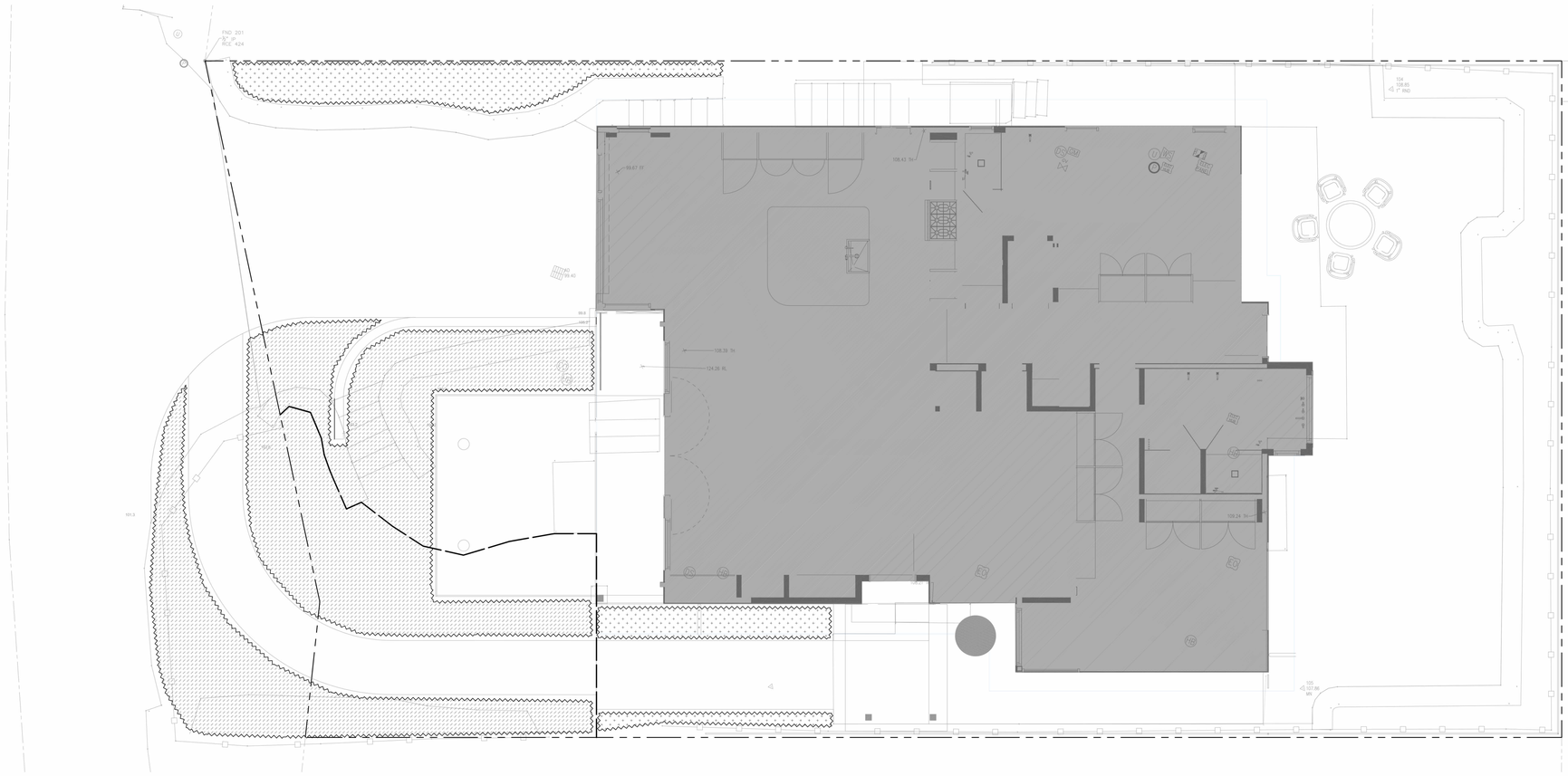
CAPPO SCENIC 2

JEFFREY CAPPO 26357 SCENIC ROAD APN 009-442-018-000

STUDIO SCHICKETANZ P.O. Box 2704, Carmel, CA, 93921 831.622.9000

DATE: 11/04/2025
SCALE:
DRAWN BY: CS
JOB NUMBER: 2209

SHEET: 4A.



PLANTING LEGEND

PLANTING WITHIN THE ARCHEOLOGICAL RESOURCE AREA

Scientific Name	Common Name	Container Size	Spacing (OC)	Water Requirements (WUCOLS)	Percent of Mix
Armeria maritima	Sea Thrift	Stubby	12"	Moderate	5%
Carex praegracilis	Dune sedge	Stubby	12"	Low	50%
Calamagrostis foliosa	Cape Mendocino reedgrass	Stubby	24"	Moderate	5%
Frageria chiloensis	Beach Strawberry	Stubby	18"	Low	10%
Lessingia filaginifolia 'Silver Carpet'	Silver Carpet California Aster	Stubby	24"	Low	10%
Tanacetum camphoratum	Dune Tansy	Stubby	18"	Very Low	20%

TYPICAL PLANTING AREAS

Scientific Name	Common Name	Container Size	Spacing (OC)	Water Requirements (WUCOLS)	Percent of Mix
Chondrapetalum elephantium	Large Cape Rush	15 gal	48"	Moderate	10%
Carex praegracilis	Dune sedge	Stubby	12"	Low	50%
Calamagrostis foliosa	Cape Mendocino reedgrass	1 gal	24"	Low	10%
Artemisia pycnocephala 'David's choice'	Dune sagewort	1 gal	36"	Very Low	20%
Dudlea brittonii	Giant Chalk Dudlea	1 gal	24"	Very Low	10%

SITE PREPARATION NOTES

CONTRACTOR SHALL FOLLOW THE FOLLOWING PROJECT REQUIREMENTS WHEN WORKING WITHIN AREAS INDICATED AS ARCHEOLOGICAL RESOURCE AREAS. A RESOURCE MONITOR IS REQUIRED TO BE ON SITE DURING ANY WORK IN THE AREA. THE OBJECTIVE OF THESE REQUIREMENTS ARE TO PROVIDE **MINIMAL DISTURBANCE** TO THE GROUND DURING THE LANDSCAPE CONSTRUCTION.

SITE PREPARATION

- EXISTING PLANTING SHALL BE REMOVED ONLY AFTER THEY HAVE BEEN TREATED WITH AN FOLIAR HERBICIDE SUCH AS ROUND-UP AND HAVE BEEN LEFT IN PLACE TO DESICCATE (~4 WEEKS)
- NO DIGGING INTO EXISTING SOIL IS ALLOWED.
- EXISTING BOULDERS SHALL BE LEFT IN PLACE, IF BOULDERS INHIBIT WORK, CONSULT THE MONITOR.
- SOIL AMENDMENTS SUCH AS COMPOST AND PLANTING SOIL SHALL BE MINIMALLY INCORPORATED INTO THE EXISTING TOP SOIL, SCARIFY NO DEEPER THAN 3." NO ROTOTILLING IS ALLOWED.

PLANTING AND IRRIGATION - REFER TO LEGEND ON SHEET L100.

BJ LA
BLAKE JOPLING LANDSCAPE ARCHITECTURE
37301 TASSAJARA RD.
CARMEL VALLEY, CA 93924
T: 831.238.1091

PROJECT

CAPPO RESIDENCE

26357 SCENIC ROAD
CARMEL, CA 93923

APN: 009-442-018-000

SEAL AND SIGNATURE



CONSULTANTS

NORTH
0' 2' 4' 8'
SCALE: 1/4" = 1'-0"

REV:	ISSUE:	DATE:
	DRAFT	24.02.07
	ISSUED FOR PERMIT	24.03.05

PROJECT NO: 2309.0
DRAWN: BJ
CHECK: BJ
DATE: 24.03.05

PLANTING PLAN

L200

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TITLE PLANTING PLAN

CAPPO SCENIC 2

JEFFREY CAPPO 26357 SCENIC ROAD APN 009-442-018-000

STUDIO SCHICKETANZ P.O. Box 2704, Carmel, CA, 93921 **831.622.9000**

DATE 11/04/2025
SCALE
DRAWN BY CS
JOB NUMBER 2209

SHEET **4B.**

LANDSET ENGINEERS, INC.

EXHIBIT "C"
LEGAL DESCRIPTION

AMENDED CONSERVATION EASEMENT

Certain real property situate in the unincorporated area of the County of Monterey, State of California, particularly described as follows:

Being a portion of that certain Parcel I as described in Document No. 2022052713, Official Records of the County of Monterey and being more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel I, from which the Northwesterly Corner of Lot 20, in Block B-14, as said lot and block are shown and so designated on that certain map entitled, "Map of Addition No. 7 to Carmel-by-the-Sea, Monterey County, California", filed on May 4, 1910 in Volume 2 of Cities and Towns, at Page 24, Records of Monterey County bears N 14° 51' 00" W, 10.08 feet, thence N 32° 53' 00" W, 40.86 feet distant; thence running from said **POINT OF BEGINNING** and along the westerly boundary of said Parcel I:

(1) N 14° 51' 00" W, 10.08 feet; thence

(2) N 32° 53' 00" W, 14.16 feet; thence leaving said westerly boundary and running

(3) N 25° 53' 31" E, 0.89 feet; thence

(4) N 84° 34' 56" E, 1.65 feet; thence

(5) S 43° 40' 41" E, 2.07 feet; thence

(6) S 30° 47' 00" E, 1.25 feet; thence

(7) S 43° 12' 38" E, 4.32 feet; thence

(8) N 45° 03' 24" E, 1.21 feet; thence

(9) S 73° 15' 03" E, 2.88 feet; thence

(10) S 77° 55' 40" E, 2.72 feet; thence

(11) N 81° 43' 17" E, 0.72 feet; thence

(12) N 20° 55' 00" W, 11.36 feet; thence

(13) N 69° 05' 00" E, 11.93 feet; thence

(14) S 20° 55' 08" E, 25.36 feet to a point on the southerly boundary of said Parcel I; thence running along said southerly boundary

(15) S 69° 05' 00" W, 21.32 feet to the **POINT OF BEGINNING.**

Containing 467 square feet, more or less.

All is shown on **EXHIBIT "D"**, attached hereto and by this reference being a part hereof.

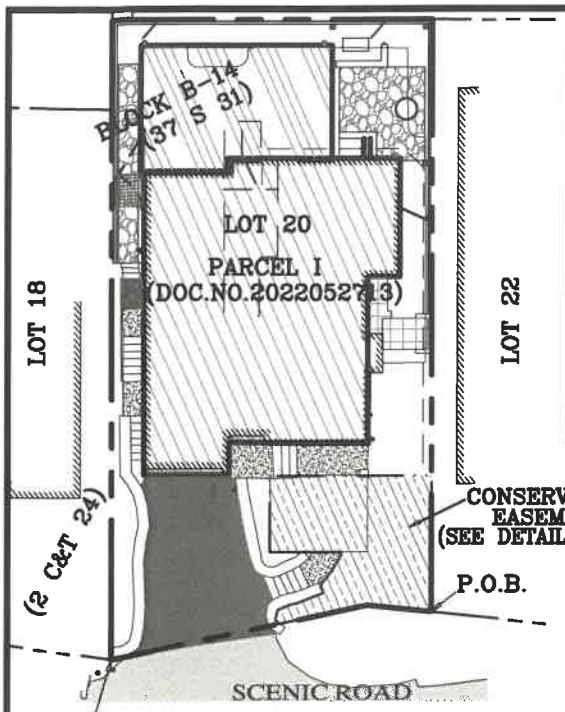
END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: _____

Date: 3/19/26





LOT OVERVIEW
SCALE: 1"=30'

NO.	BEARING	DISTANCE
1	N 14°51'00" W	10.08'
2	N 32°53'00" W	14.16'
3	N 25°53'31" E	0.89'
4	N 84°34'56" E	1.65'
5	S 43°40'41" E	2.07'
6	S 30°47'00" E	1.25'
7	S 43°12'38" E	4.32'
8	N 45°03'24" E	1.21'

NO.	BEARING	DISTANCE
9	S 73°15'03" E	2.88'
10	S 77°55'40" E	2.72'
11	N 81°43'17" E	0.72'
12	N 20°55'00" W	11.36'
13	N 69°05'00" E	11.93'
14	S 20°55'08" E	25.36'
15	S 69°05'00" W	21.32'

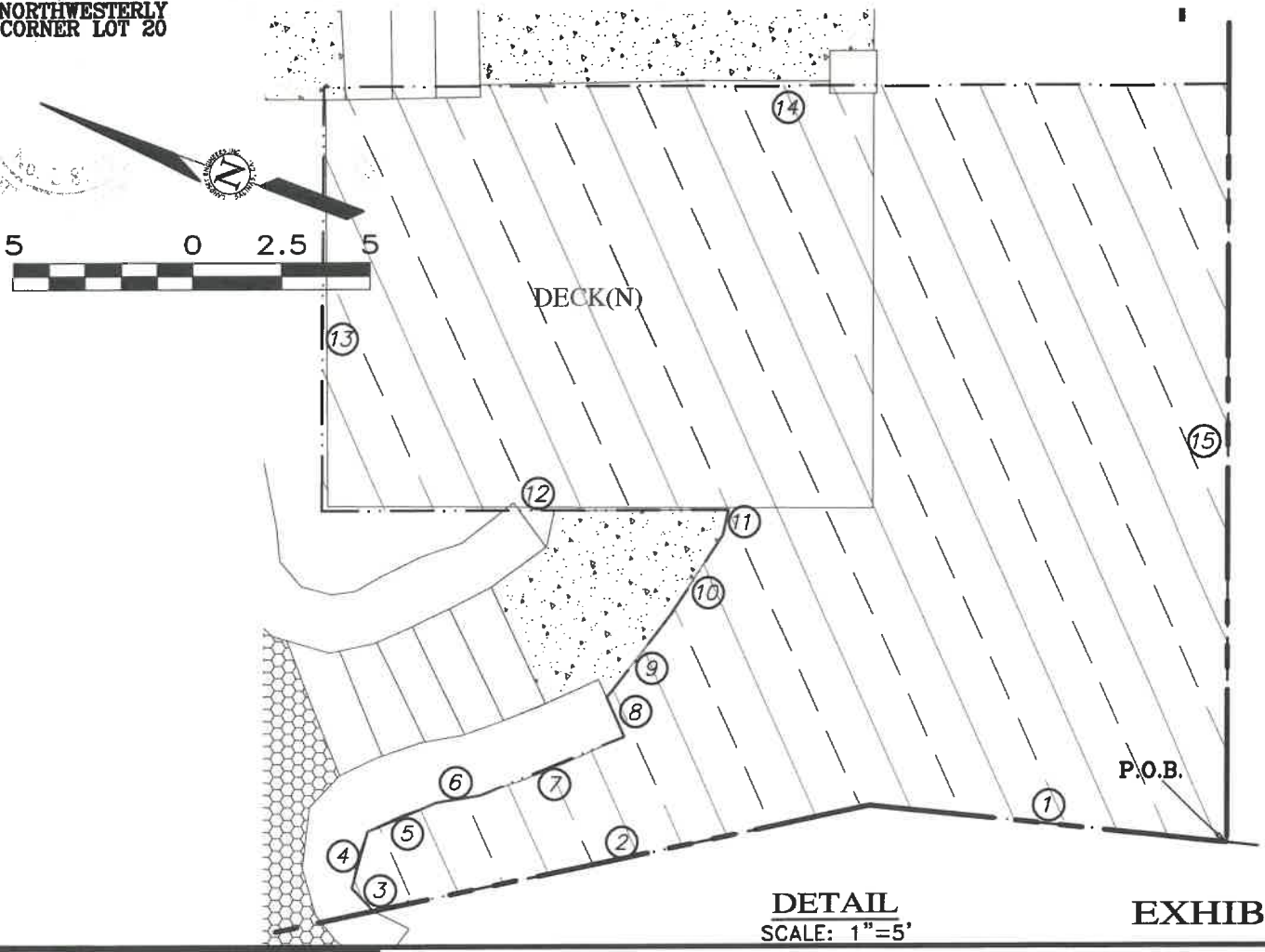
COURSE TABLE

LEGEND

PROPERTY LINES
EASEMENT LINE
DESIGNATED EASEMENT AREA
P.O.B. POINT OF BEGINNING

NORTHWESTERLY CORNER LOT 20

5 0 2.5 5



DETAIL
SCALE: 1"=5'

EXHIBIT "D"

LANDSET ENGINEERS, INC.
520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

AMENDED CONSERVATION EASEMENT PLAT
OF
CAPPO RESIDENCE
APN: 009-442-018
CARMEL, MONTEREY COUNTY, CALIFORNIA
JOB NO. 2585-02 MARCH 2026 SCALE: AS SHOWN

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Introduced: 5/28/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to execute a Non-Standard Agreement between the County of Monterey and The Gordian Group, Inc. retroactive to June 7, 2026 (Agreement) and approve the recommendation of the PWFP Director to accept all non-standard provisions in the Agreement, including non-standard insurance provisions, to extend the Job Order Contract (JOC) program under Sourcewell Contract #010626-GCI through February 4, 2030 (Attachment A); and;
c. Authorize the Director of Public Works, Facilities and Parks or designee to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, future amendments to the Non-Standard Agreement to match any term extension of Sourcewell Contract #010626-GCI.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to execute a Non-Standard Agreement between the County of Monterey and The Gordian Group, Inc. retroactive to June 7, 2026 (Agreement) and approve the recommendation of the PWFP Director to accept all non-standard provisions in the Agreement, including non-standard insurance provisions, to extend the Job Order Contract (JOC) program under Sourcewell Contract #010626-GCI through February 4, 2030 (Attachment A); and;
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SUMMARY
The Department of Public Works, Facilities and Parks is one of the implementers of the Job Order Contracting (JOC) program for the County of Monterey (County). The County contracts with The Gordian Group, Inc. (Gordian) to provide the JOC system. The Gordian contract is procured through a cooperative award made by Sourcewell (formally National Joint Powers Association). The previous cooperative Contract 050421-GCI has expired and the County must execute a new Agreement with Gordian under Sourcewell Contract 010626-GCI in order to continue the County's JOC Program.

DISCUSSION:
California Public Contract Code Section (PCC) 20128.5 provides that counties may award annual contracts for repair, remodeling, or other repetitive work to be done according to unit prices. This

process is commonly referred to as Job Order Contracting (JOC) and is typically done by developing a construction task catalog that is then competitively bid. JOC improves economy and efficiency in completing many public works projects, including urgent and time sensitive projects.

On April 9, 2013, the Board of Supervisors approved Agreement No. A-12434 with Gordian to provide the County with a JOC system with an extensive catalog of construction tasks and associated technical specifications. Subsequent Sourcewell (formally National Joint Powers Association) Contracts #071415-GCI and #050421-GCI were utilized to continue the JOC program. Staff recommend services be continued under a new Agreement between the County and Gordian, procured through Sourcewell agreement Contract #010626-GCI. The resulting JOC construction task catalog and technical specifications must be updated annually to reflect changes in consumer prices indices and specifications and are used by the County to annually procure Job Order Contractors per California Public Contract Code Section (PCC) 20128.5.

The JOC program currently provided to the County by The Gordian Group, Inc. is referred to as the JOC Complete Solution®, which includes assistance with developing each job order from identification to job order issuance.

In addition to job order development services, the County has identified the need for The Gordian Group, Inc. to provide the JOC Complete Solution *Plus*TM option, which includes construction management services to manage job orders from job order issuance to completion of the punch list to job order close-out, construction estimating services, and project budgeting and planning, on a project by project basis as requested by the County.

A five percent (5%) License Fee to utilize the JOC Program is payable to The Gordian Group, Inc. only if and when a Job Order is issued to a JOC Contractor. Optionally, as needed, the County may utilize JOC Project Management services for an additional 5.95% fee. The Gordian Group, Inc. fees are contained in the overall eligible project budgets.

To date, the County has issued 1,107 JOC Projects totaling $315,762,732. The Gordian Group, Inc. License Fee and project management fees totaled $15,158,483 or an overall average 4.8% of the total construction contract value to date. This fee is lower than the industry standard of ten percent (10%) for Construction Management fees.

Local Preference
The County Board of Supervisors has expressed its support for hiring local contractors on County construction projects to keep County dollars within the local economy and encourage a high standard of workmanship. The County's JOC construction contracts include a requirement to perform work with not less than fifty percent (50%) of local workers. Over the last four quarters, 100% of JOC projects have met or exceeded this threshold.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved this Agreement as to form, indemnification and insurance, and fiscal provisions, respectively. The Director of PWFP recommends the Board approve this Agreement with all revised

terms and conditions.

FINANCING:
Funds for these services are contained within the approved budget allocations of each individual department that may choose to utilize the JOC services. Expenditures will depend on the actual services requested by individual County departments.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The JOC Program provides critical infrastructure work necessary to ensure the proper operation of County facilities and infrastructure, which contribute to improved quality of life for County residents.

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared by: John Snively, Administrative Operations Manager
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Luis Ochoa, Capital Improvement Manager
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Gordian Agreement
(Attachments are on file with the Clerk of the Board)

Introduced: 5/28/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

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FINANCING:
Funds for these services are contained within the approved budget allocations of each individual department that may choose to utilize the JOC services. Expenditures will depend on the actual services requested by individual County departments.

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_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared by: John Snively, Administrative Operations Manager
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Luis Ochoa, Capital Improvement Manager
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Gordian Agreement
(Attachments are on file with the Clerk of the Board)

Attachment A

Docusign Envelope ID: 70324C65-74E4-8736-80C5-12DA5ABDF644

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

The Gordian Group, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Job Order Contractor (JOC) System procured under Sourcewell Contract #010626-GGI.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed 5% in program licensing and project support fees (1.95% License Fee, 3.05% Job Order Development Fee) and 5.95% in additional construction management fees based on annual Job Order Authorizations which do not exceed the annual program dollar threshold set per Section II of the County's JOC policy and California Public Contract Code Section 20128.5.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 7, 2026 to February 4, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A - Sourcewell Contract 010629-GGI

Exhibit B Other:

Docusign Envelope ID: 70324C65-74E4-8736-80C5-12DA5ABDF644

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be ~~with a company acceptable to the County and~~ issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given~~ CONTRACTOR shall provide County with notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of ~~an~~ a blanket endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of ~~an~~ a blanket endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. ~~This requirement shall also apply to any Excess or Umbrella liability policies.~~

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed ~~to state~~ by way of blanket endorsement covering that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** Except as provided for in Sourcewell Contract #010626-GGI, County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced pursuant to ~~in the course of or under~~ this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
John Snively
Name
Administrative Operations Manager
Title
1441 Schilling Pl., South 2nd Fl., Salinas, CA 93901-4527
Address
831-759-6617, snivelyjm@countyofmonterey.gov
Phone

FOR CONTRACTOR
Angela Michelini
Name
VP, Legal & Government Affairs
Title
30 Patewood Dr., Ste. 350, Greenville, SC 29615
Address
864-752-2773
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: Signed by: Mary Grace Perry 633031E17FD247F...
Mary Grace Perry, Deputy County Counsel
Date: 5/21/2026 | 11:44 AM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller
Date: 5/21/2026 | 3:02 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
The Gordian Group, Inc.
Contractor/Business Name*
By:
(Signature of Chair, President, or Vice-President)
Signed by: Arul Elumalai E336DF83FDA849F...
Arul Elumalai President, Gordian
Name and Title
Date: 5/21/2026
By: Signed by: James Mackerer 72DEA43706BE42F...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
James Mackerer CFO
Name and Title
Date: 5/21/2026

County Board of Supervisors' Agreement No. _____ approved on_____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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MASTER AGREEMENT #010626
CATEGORY: JOC or IDIQ Program Management Consulting Services
SUPPLIER: The Gordian Group, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and The Gordian Group, Inc., 30 Patewood Drive, Building 2, Suite 350, Greenville, SC 29615 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 4, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010626 to Participating Entities. In Scope solutions include:

   a. Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;

   b. Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;

   c. Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);

   d. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections 1. a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,

   e. Services related to the offering of the solutions described in Sections 1. a. – d. above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

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11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

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- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

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16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

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out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier’s proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

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terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 2/16/2026 | 7:47 AM CST

The Gordian Group, Inc.

DocuSigned by:
Matthew L. Bausher
12DBAF0CE2B4409...

By: _____
Matt Bausher
Title: Chief Customer Officer

Date: 2/16/2026 | 7:39 AM CST

RFP #010626 - JOC or IDIQ Program Management Consulting Services

Vendor Details

Company Name:	The Gordian Group
Does your company conduct business under any other name? If yes, please state:	Gordian
Address:	30 Patewood Drive Building 2, Suite 350 Greenville, South Carolina 29615
Contact:	Gabby Rosas
Email:	g.rosas@gordian.com
Phone:	215-287-8226
Fax:	864-223-9100
HST#:	58-1900371

Submission Details

Created On:	Tuesday November 18, 2025 12:53:55
Submitted On:	Monday January 05, 2026 11:55:31
Submitted By:	Gabby Rosas
Email:	g.rosas@gordian.com
Transaction #:	6ee4405b-7e3b-43be-8f04-64578c146b2e
Submitter's IP Address:	147.243.202.209

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Gordian Group, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no other entities providing solutions under this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Gordian UEID#: R8JXSHBYMJS2 Gordian Cage: 0ZKV8	*
5	Provide your NAICS code applicable to Solutions proposed.	541690 Other Scientific and Technical Consulting Services	
6	Proposer Physical Address:	30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615	*
7	Proposer website address (or addresses):	www.gordian.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Matt Bausher, Chief Customer Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 m.bausher@gordian.com 864.734.6294	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matthew Peterson, Director, Coop Contracts 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 m.peterson@gordian.com 218.851.9913	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lotta Bager, Chief Operations Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 lotta.bager@gordian.com 203.682.4971 Gregory Randall, Chief Sales Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 gregory.randall@gordian.com 627.788.4053	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Gordian has the following vision and mission statements, reflecting our commitment to transforming the construction industry through cutting-edge technology and comprehensive support. • Vision Statement. Building better communities by transforming data insights into smarter decisions. • Mission Statement. Gordian is the industry leader in Building Intelligence™ Solutions that help organizations successfully budget, build and maintain capital-intensive assets. Our accurate insights, robust technology and comprehensive expertise empower teams to effectively manage the entire building lifecycle. Decision-makers, operators and project leaders turn to Gordian as their partner of choice. Since our incorporation in 1990, Gordian has been providing Job Order Contracting (JOC) solutions to help public and private facility and infrastructure owners control and fast-track their construction repairs and alterations. During these 35 years, we have successfully implemented and supported JOC programs for more than 300 organizations in the United States, with approximately 1,200 construction companies participating in one or more of those programs. Today, more than $4 billion in construction volume is completed through Gordian's JOC solutions annually. JOC procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over three decades ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration, and construction projects. Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire building lifecycle. During that time, we have developed a wealth of data, technology, process, and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients.
12	What are your company's expectations in the event of an award?	Gordian's expectation is to provide consulting services for the development, implementation, management, oversight, and direction of JOC and IDIQ programs. Our approach aligns with Sourcewell's objective to provide public sector entities with cost-effective, compliant, and fully integrated program management solutions designed to maximize efficiency and value.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Gordian is a subsidiary of Fortive (NYSE: FTV), a $6.2 billion Fortune 500 company that has strong financial stability. As a public entity, we can only report financials that are published under the Annual 10-K Report of the parent company. Gordian financials are rolled up into the Intelligent Operating Solutions business segment in the 10-K Report. Full Annual Reports are available at Fortive.com under Investors > SEC Filings, or at the following link: https://investors.fortive.com/sec-filings/annual-reports We have provided the Fortive Annual 10-K Report as well as a Bank Letter for The Gordian Group, Inc. in the supporting documents section of this RFP.
14	What is your US market share for the Solutions that you are proposing?	As the creator of JOC, Gordian has decades of proven experience designing, implementing, and supporting successful JOC and IDIQ programs nationwide. Our innovative single-solicitation process has helped public and educational agencies accelerate project delivery, foster strong partnerships between owners and contractors, and achieve consistently higher-quality outcomes. Today, Gordian holds approximately 7% of the overall U.S. JOC market, reflecting our leadership and deep expertise in this procurement method.
15	What is your Canadian market share for the Solutions that you are proposing?	Gordian's IDIQ/JOC presence in the Canadian market is emerging and steadily growing. Currently, we operate a JOC Program with the City of Mississauga and have initiated a cooperative partnership with Canoe Procurement Group of Canada, serving agencies in Ontario and Alberta. Additionally, we have a cooperative opportunity with Kinetic GPO in Ontario, further expanding our reach and ability to deliver innovative solutions across multiple provinces. Currently our overall JOC Market Share in Canada is less than 1%.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gordian operates as a Software as a Service (SaaS) provider, delivering cloud-based solutions that streamline construction procurement and project management. Our platforms and related tools are hosted and maintained by Gordian, ensuring secure, scalable, and continuously updated technology for our clients. At Gordian we don't just provide software; we pair it with expert support. Gordian hires and trains its own Sales professionals to guide agencies through solution selection and contracting strategies, and Service teams to manage implementation, training, and ongoing program support. This combination ensures clients receive both cutting-edge technology and hands-on expertise, resulting in successful adoption and measurable outcomes. *
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no licenses or certifications required to provide the solutions in the scope of this RFP. *
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Gordian has had no debarments or suspensions. *
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five years, Gordian has been recognized with the following awards and recognition: • 2025 CODiE Award Winner, Best Property Intelligence Solution. Gordian was named as the category for Gordian's Assessments and Capital Planning solution. • 2025 CODiE Award Finalist, Best Construction Management Platform. Gordian was awarded this category for its robust Gordian Cloud Platform and in the Best Generative AI Solution category for its AI Field Tools. • 2024 SIIA CODiE Award Winner, Best AI-Driven Technology Solution. Gordian was named as the provider of the best AI-driven business technology solution for 2024 as part of the annual Software & Information Industry Association (SIIA) CODiE Awards. • 2024, SIIA CODiE Award Finalist, Best Construction Management Platform. In addition to our win for Best AI-Driven Technology Solution, Gordian was also a 2024 CODiE Award finalist in the Best Construction Management Platform category for our robust Gordian Cloud Platform. • 2024, Energage Top Workplaces USA Award Winner. Gordian earned the 2024 Top Workplaces USA award, issued by Energage, a purpose-driven organization that develops solutions to build and brand Top Workplaces. The Top Workplaces program has a 15-year history of surveying more than 20 million employees and recognizing the top organizations across 60 markets for regional Top Workplaces awards. • 2024, Fortive's Impact Innovation Award. Gordian was the 2024 Impact Gold Medal Winner for our Assessment and Capital Planning (ACP) Solution. Our new ACP solution modernizes facility management by integrating mobile asset capture, intelligent data management, and capital planning insights on the Gordian Cloud Platform, delivering our customers streamlined workflows for efficient capital planning and asset management. The Impact Innovation Awards recognize innovations that have driven strong commercial results in the market. • 2024, Fortive's Disruptor Innovation Award. Out of 33 total submissions across Fortive Operating Companies, Gordian was one of the five winners for our new AI Tools Suite, which includes the Scope of Work Generator and the Image Recognition Tool (TagStarr). These products, the first AI-enabled, externally facing solutions from Gordian, leverage advanced technology to streamline on-site workflows by automating scope of work creation and asset capture, enhancing accuracy, efficiency, and data reliability. The Disruptor Innovation Awards recognize early-stage innovations that have strong evidence of customer adoption and market potential but may not have yet reached their full potential. *

21	What percentage of your sales are to the governmental sector in the past three years?	Gordian's SLED Market consists of State, Local, and K-12 Agencies 2025: SLED Market Sales 74%/Federal Market Sales 17%/Healthcare Market Sales 3% 2024: SLED Market Sales 79%/Federal Market Sales 12%/Healthcare Market Sales 3% 2023: SLED Market Sales 81%/Federal Market Sales 8%/Healthcare Market Sales 3%
22	What percentage of your sales are to the education sector in the past three years?	2025: Higher Ed Market Sales 6% 2024: Higher Ed Market Sales 6% 2023: Higher Ed Market Sales 8%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	In 2006, Gordian launched the first ever Cooperative JOC Program at Cooperative Educational Services (CES), in New Mexico. In the 19+ years since, Gordian has been working with Cooperative Purchasing agencies to strengthen and improve their unique programs. In that time, Gordian has worked with over 40 agencies that offer a cooperative solution to procure over $1.1B dollars annually in construction volume. Only Gordian has this level of hands-on experience with the intricacies of procuring construction through Cooperative Purchasing. We have an unmatched track record of helping Cooperative agencies succeed and grow their programs. Below is a list of cooperative contracts held in the last 3 years, with the number of projects completed and the yearly total construction volume. All numbers are reported by calendar year, except for 2025 which is reported through December 15. 1. Sourcewell 2025 (YTD – December 15): 2,228 Projects; $610,971,667 in Construction Volume 2024: 2,303 Projects; $449,094,455 in Construction Volume 2023: 2,266 Projects; $456,550,382 in Construction Volume 2022: 1,951 Projects; $401,343,619 in Construction Volume 2. Arizona Department of Administration (DOA) 2025 (YTD – December 15): 805 Projects; $64,396,134 in Construction Volume 2024: 799 Projects; $80,607,502 in Construction Volume 2023: 805 Projects; $106,022,936 in Construction Volume 2022: 628 Projects; $56,587,178 in Construction Volume 3. Keystone Purchasing Network (KPN) 2025 (YTD – December 15): 316 Projects; $123,259,147 in Construction Volume 2024: 384 Projects; $67,660,605 in Construction Volume 2023: 413 Projects; $58,726,390 in Construction Volume 2022: 420 Projects; $34,522,021 in Construction Volume 4. Education Services Commission of New Jersey (ESCNJ) 2025 (YTD – December 15): 404 Projects; $48,770,794 in Construction Volume 2024: 508 Projects; $80,191,143 in Construction Volume 2023: 512 Projects; $65,902,072 in Construction Volume 2022: 560 Projects; $57,740,816 in Construction Volume 5. Cooperative Education Services (CES)/PSFA New Mexico 2025 (YTD – December 15): 462 Projects; $52,785,430 in Construction Volume 2024: 571 Projects; $58,075,493 in Construction Volume 2023: 462 Projects; $52,693,643 in Construction Volume 2022: 469 Projects; $38,318,951 in Construction Volume 6. Virginia Department of General Services (DGS) 2025 (YTD – December 15): 476 Projects; $77,929,535 in Construction Volume 2024: 398 Projects; $39,271,397 in Construction Volume 2023: 441 Projects; $42,561,323 in Construction Volume 2022: 279 Projects; $22,514,913 in Construction Volume 7. Town of Greece 2025 (YTD – December 15): 130 Projects; $55,819,586 in Construction Volume 2024: 106 Projects; $44,833,464 in Construction Volume 2023: 86 Projects; $19,926,855 in Construction Volume 2022: 57 Projects; $19,184,044 in Construction Volume 8. Capital Region Council of Governments (CROG) 2025 (YTD – December 15): 177 Projects; $31,279,312 in Construction Volume 2024: 289 Projects; $33,836,898 in Construction Volume 2023: 180 Projects; $37,469,468 in Construction Volume 2022: 144 Projects; $31,725,797 in Construction Volume 9. Equalis Group 2025 (YTD – December 15): 139 Projects; $44,982,657 in Construction Volume 2024: 113 Projects; $36,014,200 in Construction Volume 2023: 60 Projects; $15,613,741 in Construction Volume 2022: 33 Projects; $3,776,796 in Construction Volume 10. Utah Division of Purchasing (DOP) 2025 (YTD – December 15): 217 Projects; $21,045,873 in Construction Volume 2024: 222 Projects; $19,359,427 in Construction Volume 2023: 248 Projects; $15,200,743 in Construction Volume 2022: 148 Projects; $10,117,354 in Construction Volume 11. Indiana Department of Administration (DOA) 2025 (YTD – December 15): 74 Projects; $14,421,317 in Construction Volume 2024: 80 Projects; $18,515,369 in Construction Volume 2023: 64 Projects; $17,982,057 in Construction Volume 2022: 39 Projects; $12,107,602 in Construction Volume

		12. Sourcewell 2025 (YTD – December 15): 57 Projects; $17,927,206 in Construction Volume 2024: 92 Projects; $9,494,262 in Construction Volume 2023: 111 Projects; $22,820,322 in Construction Volume 2022: 123 Projects; $9,677,719 in Construction Volume 13. Vizient 2025 (YTD – December 15): 130 Projects; $15,293,663 in Construction Volume 2024: 88 Projects; $13,433,363 in Construction Volume 2023: 74 Projects; $12,746,516 in Construction Volume 2022: 60 Projects; $11,087,243 in Construction Volume 14. OMNIA Partners 2025 (YTD – December 15): 114 Projects; $30,188,516 in Construction Volume 2024: 41 Projects; $8,692,734 in Construction Volume 2023: 39 Projects; $2,390,465 in Construction Volume 15. City of White Plains 2025 (YTD – December 15): 50 Projects; $4,614,511 in Construction Volume 2024: 36 Projects; $4,578,601 in Construction Volume 2023: 36 Projects; $3,241,510 in Construction Volume 2022: 41 Projects; $8,669,049 in Construction Volume 16. Maryland Department of General Services (DGS) 2025 (YTD – December 15): 22 Projects; $2,751,980 in Construction Volume 2024: 21 Projects; $16,929,299 in Construction Volume 17. City of Springfield 2025 (YTD – December 15): 38 Projects; $3,583,389 in Construction Volume 2024: 20 Projects; $2,393,144 in Construction Volume 2023: 25 Projects; $1,113,100 in Construction Volume 2022: 20 Projects; $2,274,411 in Construction Volume 18. Yavapai 2025 (YTD – December 15): 4 Projects; $1,218,902 in Construction Volume 2024: 16 Projects; $4,428,001 in Construction Volume 2023: 4 Projects; $218,428 in Construction Volume 2022: 16 Projects; $2,391,541 in Construction Volume 19. Pinellas County 2025 (YTD – December 15): 29 Projects; $1,924,285 in Construction Volume 2024: 3 Projects; $198,693 in Construction Volume 2023: 16 Projects; $1,819,351 in Construction Volume 2022: 15 Projects; $742,074 in Construction Volume	
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Gordian GSA Schedule GS-35F-0081Y 2025: $1,593471 2024: $844,470 2023: $1,171,146	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Indiana Department of Administration (IDOA)	Michael Chapman, JOC Program Manager	317.234.0250	*
Capital Region Council of Governments (CRCOG)	Pauline Yoder, COO	860.724.4285	*
Orange County Public Works (OCPW)	Michael T. Smith, Manager	714.667.3289	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Providing JOC products and services is Gordian's primary business. Gordian has a total staff count of more than 1,050, with 110 sales professionals and 370 JOC professionals in North America. These are all full-time, direct employees of Gordian. Our teams have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations, and maintenance. The vast knowledge and experience of our employees helps us fully understand the complexities that our clients face each and every day. Gordian's Sales and JOC professionals work with owners to deliver a seamless experience from initial engagement through program implementations and beyond. Together our teams ensure every client receives exceptional service by aligning project goals, providing expert guidance, and maintaining clear communication throughout the contract lifecycle. From implementation to onboarding and training to ongoing support and contract rebid, our highly experienced personnel are committed to helping owners achieve success at every step. Gordian Headcount by State: Procurement Operations/Procurement Sales AR 1/0 AZ 8/2 CA 42/2 CO 3/1 CT 1/1 FL 12/3 GA 17/1 HI 9/0 ID 1/0 IL 9/1 IN 6/0 KS 0/1 KY 3/0 MA 2/0 MD 6/1 ME 1/0 MI 3/1 MN 3/1 MO 3/0 NC 2/0 NJ 13/1 NM 6/1 NV 1/0 NY 40/1 OH 7/1 OR 1/1 PA 6/1 SC 14/1 TN 1/0 TX 14/1 UT 1/1 VA 5/1 WA 2/0 WI 1/0 WV 1/0 Grand Total: 245 Operations/25 Sales
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Gordian sells directly to any Participating Entity of Sourcewell. There are no other dealers, resellers, or distribution methods.
28	Service force.	Co-Op Contracts Matthew Peterson, Director, Co-Op Contracts, brings over 27 years of seasoned experience in the construction industry, with a specialized focus on the procurement, administration, and management of Cooperative Job Order Contracting (JOC) Contracts. From 2009 to 2015, Mr. Peterson served as a public employee for a National Cooperative, playing a pivotal role in a team that was the first to successfully implement local Cooperative JOC Contracts nationwide. Since joining Gordian in 2015, Mr. Peterson has developed extensive JOC experience including business development, program startups, implementations, and procurement of individual Job Orders. In his current role as Director, Mr. Peterson's team provides contractual support for all Gordian's Cooperative JOC programs across the nation. Mr. Peterson is supported by Christian Mellon, Cooperative Contracts & Implementation Manager. Employed with Gordian since 2002, Mr. Mellon has 24 years' experience across all facets of Gordian's JOC procurement including sales, operations, program startups, implementations, training, and ongoing support. Currently, Mr. Mellon is responsible for implementing customized JOC programs for new start-ups across the nation and preparing contract documents when rebidding existing JOC programs. With over 115+ implementations, Mr. Mellon has started more JOC programs than any other past or current Gordian employee. He brings his vast experience to the Project Team

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throughout the region by JOC contractors. Healthcare institutions, municipal governments, housing authorities, state agencies, K–12 school districts, higher education institutions, federal military installations, international owners, and cooperative purchasing programs.

Also on Matt Peterson's Cooperative Contracts team are Nina Baron, Co-Op Contracts Manager, and Tori Smith-Burgess, Co-op Relations and Contract Specialist. Ms. Baron and Ms. Smith-Burgess have been with Gordian for 5 years and 20 years respectively. Ms. Baron is responsible for the support of Gordian's cooperative partners. Ms. Baron is responsible for administration of the awarded contracts inside Gordian's JOC Software and coordinating Gordian's internal departments to ensure all contracts are entered into the software, annual price adjustments are completed, and contract renewals processed. Ms. Burgess-Smith is responsible for entering all new contract awards into the JOC software as well as creating and processing thousands of contract renewals each year.

Program Design & Contracts

The Program Design & Contracts Team includes Nate Tillman, Senior Manager Program Development, and Shonna Ybarra, Program Implementation Manager, a team that manages the creation of Customized Bid Documents, Contracts, and Execution Procedures. They manage Gordian's activities relating to the compilation of bid documents, general conditions, and other program documents required to procure JOC contractors. This includes the incorporation of best practices during each rebidding process and providing standard work for contractor outreach and pre-bid meetings.

Contractor Engagement

The Contractor Engagement team is led by Rebecca Cink, Director, Construction Strategy. The Contractor Engagement team is responsible for contractor outreach, onboarding, and ongoing enablement to help contractors reach their fullest potential. Ms. Cink joined Gordian in 2024 with a background in construction, and she comes to Gordian with 10 years of experience with Turner Construction and 3 years with Fluke Electronics.

She is supported by Mary-Neil Jackson, Sr. Manager, Contractor Engagement, and Kellie Erickson, Contractor Engagement Manager. Ms. Jackson is responsible for creating and executing strategic initiatives intended to attract new contractors to our JOC programs and educate them on the JOC process. Ms. Erickson is responsible for ensuring Gordian is inclusive in the contractor outreach process by leveraging relationships both the customer and Gordian have established at local levels with diverse contractor associations and professional development groups.

Gordian's Marketing Team

Led by Sharon Lubrano, Chief Marketing Officer, the team includes Lauren Fields, Senior Director of Marketing, Liz Rubel, Corporate Marketing Manager and Evelyn Albanese, Customer Engagement Marketing Manager, who manage our marketing relationship with Sourcewell. Gordian is dedicated to supporting Sourcewell through a strategic marketing approach that includes a dedicated landing page, providing Participating Entities with essential information about our services. Our Marketing team creates tailored digital advertisements specifically to highlight the benefits Gordian offers, develops targeted, multi-channel campaigns to keep Participating Entities informed and engaged, as well as developing co-branded collateral to reinforce the value of our partnership.

Retention & Expansion Specialists

Gordian has introduced a specialized team of five new Specialists to strategically support JOC Program growth. These roles are structured around two core pillars of program success: strong client relationships and a capable contractor pool. Two specialists focus on client engagement, while three are dedicated to contractor development. This dual approach reflects a tailored strategy to strengthen both sides of the program, with these newly created roles—launched in 2025—designed to drive sustainable expansion and value.

Client Relationships

Customer Relationship Manager. This is a strategic partner focused on delivering exceptional service and strengthening client relationships. By leveraging deep knowledge of internal processes and client needs, Customer Relationship Managers act as trusted advisors who manage communications, oversee project and program execution, and ensure alignment between deliverables and expectations. Through data analysis and feedback, they drive continuous improvement and maintain service excellence in a dynamic environment.

Customer Engagement Manager. This is a key role in the Retention & Expansion team, driving revenue growth and improving retention among existing procurement customers. By combining data insights with operational expertise, the Customer Engagement Manager ensures customers maximize the value of Gordian's solutions. This role builds trusted relationships, identifies opportunities for deeper product adoption, and delivers strategic recommendations that enhance customer experience and long-term success.

Contractor Relationships

Customer Success Manager. This is a pioneering role in JOC, dedicated to driving contractor growth and expansion. By leveraging evolving data insights, the Customer Success Manager empowers contractors to adopt a growth mindset and build their business development capabilities, especially within Cooperative Programs where such efforts are often lacking. This role helps contractors scale to meet increasing member demand, ensuring the success and sustainability of the overall program.

		Contractor Engagement Manager. This role is responsible for identifying, engaging, and educating potential new contractors before construction contracts are bid. Focused on expanding contractor participation, the Contractor Engagement Manager proactively addresses the market pre-award and supports newly awarded contractors through the onboarding process. This role ensures a smooth transition into the County's Program by guiding contractors every step of the way, fostering stronger program participation and long-term success. Contractor Enablement Manager. This role accelerates the success of newly onboarded contractors by equipping them with advanced mindsets, strategies, and skills to thrive within the County's JOC Program. This role focuses on rapidly developing contractor capabilities to drive both individual business growth and broader program expansion.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Any sale or order will be executed contractually through a Purchase Agreement that outlines the specific JOC Solution and terms being sold. These Agreements are handled directly by Gordian Sales and JOC Professional teams at a local level. Upon execution of the Purchase Agreement, Gordian will engage with each Participating Entity in the development of their specified JOC Program. Multiple Gordian Teams including Sales, Operations, Program Design and Contracts, Contractor Engagement, Legal, and Marketing will work with each entity to ensure smooth implementation of the JOC Solution. Additional information on the ordering process can be found in our response to question 46 New Owner Start Up and Implementation.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bill Duff leads our Customer Retention and Expansion team, consisting of 12 team members available to assist with any customer issues including product installations, user access, defect escalation and tracking, and new release guidance. They can be contacted by phone at 877-GORDIAN or via email at gordiansupport@gordian.com. Hours of operation are Monday through Friday, 8 am to 8 pm EST. Additionally, Gordian provides the following technical support services for the Gordian Cloud Platform software using multiple communication methods to serve Participating Entities conveniently and efficiently: • On-Site Personnel. Many support tasks, including additional training, report writing, and merely answering basic questions, are handled by our on-site representative. They have extensive experience in Gordian's proprietary JOC software and can handle almost every assignment without additional assistance. • Remote Access. Remote access applications such as GoToMeeting, pcAnywhere, and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems. • Toll-Free Support Line. Calling our toll-free support line connects users with a specialist who will promptly assist the user with their questions or issues. Over the past 35 years, Gordian's JOC Solutions have had a 95%+ customer retention rate. Gordian's commitment to customer service is reinforced by a nationwide network of JOC professionals. These experts are strategically positioned across the country to provide immediate, localized support, ensuring rapid response times and familiarity with regional requirements. This nationwide presence delivers several key benefits: • Faster Response and On-Site Assistance. Our proximity to clients allows us to address needs quickly and minimize delays. • Local Expertise. Professionals understand regional regulations, procurement standards, and market conditions, ensuring compliance and efficiency. • Scalability and Coverage. Whether managing a single project or a multi-site program, Gordian's team can scale resources to meet client demands anywhere in the country. • Consistent Quality and Best Practices. Nationwide support ensures uniform service standards while adapting to local nuances. By Integrating our Customer Retention and Expansion team, dedicated technical support services, and an extensive network of experienced JOC Professionals, Gordian delivers a robust structure designed to exceed client expectations. This collaborative approach ensures successful program execution, optimized performance, and long-term value for every JOC Partnership.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Gordian's presence in the Canadian market is growing, and we are fully committed to delivering our industry-leading products and services to Sourcewell participating entities across Canada. We welcome the opportunity to work with any Sourcewell Participating Entities interested in leveraging our Job Order Contracting (JOC) solutions. It is important to note that Gordian currently holds an awarded contract with the Canoe Procurement Group of Canada, enabling us to provide our products and services to participating agencies all throughout Canada. We recognize that Sourcewell and Canoe often collaborate to create opportunities within Canada, and Gordian is eager to support and enhance those efforts in any way possible. Our goal is to ensure Canadian agencies have access to our award-winning products and services.	*

Exhibit A - Sourcewell Contract 010626-GGI

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Gordian provides eBC and/or IDIQ solutions to all 50 states. We have operational and sales support staff located throughout North America. Gordian's headquarter/primary office location is in Greenville, SC. Given our business model, Gordian employees are equipped to conduct business remotely in any region of the U.S. and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Gordian will develop and deploy a comprehensive and integrated marketing strategy to effectively promote this opportunity, ensuring maximum visibility and engagement with our target audience. Our approach is multifaceted, leveraging a combination of digital and traditional marketing channels to reach potential customers. Multi-Channel Marketing Approach: • Comprehensive Marketing Materials and Content Creation. Our Marketing department creates detailed contract and solution overview documents, engaging presentations, and dedicated landing pages on our website. We also create state-specific one-sheets that provide clear and concise contract information, highlighting the awarded contractors and regional maps. • Email Campaigns. We deploy targeted email campaigns to inform and engage Sourcewell Participating Entities about the benefits and details of our contracts, ensuring value-based messaging reaches key decision-makers. • Press Releases. We will issue regional and national-based press releases to announce and highlight the value of our offerings, maximizing media exposure and industry recognition. • Trade Show Participation. Gordian actively participates in dozens of industry trade shows, providing an opportunity to showcase our solutions and engage directly with potential customers. We promote our Sourcewell contracts in our booth and in session presentations, when able. • Targeted Digital Advertising. We utilize sophisticated digital advertising strategies to reach specific audiences, enhancing our contract visibility and driving interest in our available offerings. Thought Leadership and Industry Engagement: • Earned Media. Our subject matter experts engage in earned media opportunities, articulating the value of our contracts and highlighting customer success stories. This approach not only showcases our expertise but also builds trust and credibility in the marketplace. • Joint Speaking Engagements and Presentations. Our subject matter experts collaborate with Sourcewell representatives in speaking engagements (both in person at industry events and on webinars) demonstrating our expertise and reinforcing our partnership. • Industry Partnerships. We invest in and leverage partnerships with organizations like NIGP and NCPP to promote the value of cooperative contracts, enhancing market awareness and credibility. We also work with partners like Pavilion and Procurated to effectively match our awarded Sourcewell contracts to potential buyers actively seeking construction procurement services, ensuring we connect with those most likely to benefit from our offerings.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Gordian leverages a comprehensive suite of technology and digital data tools. Our approach integrates paid digital advertising, social media platforms, and robust marketing automation and CRM systems to deliver targeted and impactful marketing campaigns. • Paid Digital Advertising. We strategically utilize paid digital advertising to reach and engage our target audience across various online platforms. By employing sophisticated targeting techniques and leveraging data analytics, we ensure that our advertisements are seen by the right audience at the right time, maximizing our return on investment and driving measurable results. • Search Engine Optimization (SEO). SEO is a critical component of our digital marketing strategy, ensuring that our content is easily discoverable by search engines and our target audience. By optimizing our website and content for relevant keywords, frequently asked questions and improving site structure and performance, we enhance our organic search visibility. This approach drives increased traffic, improves brand awareness, and ensures that potential customers find us when searching for solutions we offer. • Social Media Platforms. Our social media strategy encompasses multiple platforms, including LinkedIn and Facebook, allowing us to connect with our audience through engaging and relevant content. By actively monitoring and analyzing social media interactions, we gain valuable insights into customer preferences and trends, which inform our marketing strategies and content creation. This dynamic engagement not only enhances brand visibility but also fosters community and loyalty. • Marketo. As a key component of our marketing technology stack, Marketo enables us to automate and personalize our marketing efforts. Through its robust capabilities, we execute targeted campaigns, nurture leads, and track customer interactions across the buyer's journey. This data-driven approach allows us to optimize our marketing strategies, ensuring that our messaging resonates with our audience and drives conversions. • Salesforce. Our integration of Salesforce as our CRM platform provides a seamless connection between marketing and sales teams. By capturing and analyzing customer data, we gain a comprehensive view of our customer interactions and history. This integration empowers us to tailor our marketing efforts to individual customer needs and preferences, enhancing the overall customer experience and driving long-term relationships.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	If awarded, Gordian will seamlessly integrate Sourcewell messaging into our established, comprehensive marketing strategy. Gordian's corporate marketing approach focuses on strengthening brand reputation through a strong digital presence, strategic partnerships, events, and promotional channels that drive demand generation, enable sales, and foster customer loyalty and advocacy. Our corporate-wide plan includes a robust communications framework layered with targeted industry initiatives supporting State and local government, K-12, Higher Education, Healthcare, Federal, and Construction markets. As part of this effort, Gordian will issue a co-branded press release and create co-branded collateral. We have extensive experience executing external marketing and outreach programs to raise awareness of available solutions, primarily through seminars. These seminars also serve as a platform to encourage participation from minority- and woman-owned businesses, either through prime contract opportunities or networking with prime contractors. Beyond incorporating Sourcewell into our existing demand generation, nurture campaigns, and digital marketing efforts, Gordian will develop targeted initiatives by region and industry to amplify Sourcewell messaging. First, Gordian's national presence and relationships will be leveraged with key associations to promote the contract effectively. Furthermore, a dedicated marketing representative will collaborate with Sourcewell's team at contract kick-off to align messaging and create a Sourcewell-specific marketing plan, supported by bi-monthly check-ins.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Gordian is selling software and services, not products.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training & Technical Support Gordian develops all training materials necessary to support the JOC program for Participating Entity staff as well as JOC contractor staff receive specialized training. There is no additional cost involved. The Gordian Account Manager evaluates your needs and builds out a training schedule to train on all aspects of a JOC program from start-up to ongoing refresher training and training support. With over three decades of experience in developing JOC programs, Gordian's JOC Training is designed to provide the maximum effectiveness and flexibility. The training program is comprised of multiple training sessions as needed, so that each session is structured to the specific audience. Each session is scheduled with your team and is given as often as requested. The total number of classroom hours and the extent of field training are dependent on the experience and abilities of the participants being trained. A general description of Gordian's training sessions is provided below, but Gordian ensures you and your JOC contractors have the training they need to be successful. A detailed overview of each training session is included in Question 48 within this response.	*
42	Describe any technological advances that your proposed Solutions offer.	Gordian's JOC software is purpose-built on 35+ years of JOC experience. It centralizes contract and project data with intuitive workflows assisting from job order request to close out with real-time tracking for full visibility. A customized, localized Construction Task Catalog™ (CTC) provides transparent and consistent pricing for every project. Gordian's JOC software also provides innovative AI tools including a Scope of Work Generator Assistant that captures notes in real time during site walks and collaborates with back-office teams to create detailed scopes automatically, plus a Proposal Review Assistant that flags gaps and risks for faster approvals.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability Framework Gordian is a subsidiary of Fortive Corporation as part of the Intelligent Operating Solutions business segment. Fortive publishes an annual Sustainability Report that can be found at the following link: https://fortive.com/sustainability#sustainability. Fortive's Sustainability Pillars guide our strategy and define goals to drive progress. Resources are focused on continuous improvement in these areas, knowing they drive business value while proactively mitigating risk. The Sustainability Pillars reflect the environmental, social, and governance issues that are most relevant to our business and are informed by our 2020 and 2023 materiality assessments and their near- and long-term value for the company and our stakeholders. • Innovate for Impact • Empower Inclusive Teams • Protect the Plant • Work & Source Responsibly • Operate with Principle Climate Change & GHG Emissions Climate change is one of the most pressing issues facing our planet today. Fortive recognizes that we must take bold action to mitigate the effects of climate change—which is why we committed to reduce absolute Scope 1 and 2 greenhouse gas (GHG) emissions 50% by 2029 from 2019 levels, consistent with the Science Based Targets Initiative (SBTi) guidance. Management Approach Fortive's strategy to reduce GHG emissions across all operations leverages core strengths—our data-driven culture, scaling smart and impactful results using FBS, and our commitment to kaizen to improve and sustain performance. To reduce our Scope 1 and 2 GHG emissions, our plans center on these three strategies: • Direct Emissions Reductions. Derived from GHG emissions reduction projects identified and implemented across our major sites. These range from infrastructure upgrades to process and workflow efficiencies and/or improvements. • Renewable Energy. Achieved through utility clean energy purchases, on-site renewable energy installations, and renewable energy certificates procured through unbundled and large-scale renewable energy power purchase agreements. • Organic Efficiency. Indirect emissions reductions gained via the continued addition of renewable energy to the electricity grid. Implementation of these initiatives is driven via cross-functional collaboration with Finance, EHS, Facilities, Operations, Procurement, and Legal teams across our operating companies. 2029 GHG Goal—Strategic Roadmap To hit these goals, Fortive has grounded our strategic plan with the following management priorities: • GHG targets for operating companies. To drive continuous improvement and investment of carbon reduction initiatives, each operating company has an annual GHG reduction target. Goals are scoped relative to the operating company's size and carbon intensity • Sustainability kaizens. Teams continuously evaluate and identify opportunities to reduce energy, sources of GHG emissions, water and waste inefficiency, and other sustainability components of our EHS risk score through a robust toolkit including regular sustainability kaizens and sustainability assessments. • Capital investments. Fortive supports capital funding for projects that deliver meaningful GHG emissions reductions. Projects are reviewed by the Fortive Sustainability team prior to the annual budget process, and approved projects are submitted for inclusion in the operating company's budget for the following year. • Renewable energy. Fortive's evolving renewable energy procurement strategy balances direct-through-utility procurement, on-site renewable energy installations, and large-scale, clean-	*

		energy initiatives. The investment community actively engages companies in their procurement of community and on-site renewable energy solutions to ensure consistency and integrity. The policy identifies viable renewable energy instruments and sources of renewable energy. Community Fortive operates on a global scale, but we also work to be a powerful force for active service and positive change in our local communities. Our teams contribute to and have a positive impact in the communities around the world where we live and work. We build trust in our communities and act as responsible global citizens through three primary channels—our annual Day of Caring, the Fortive Foundation, and the Fortive Scholarship Program. Through our annual Fortive Day of Caring, employees of all Fortive business entities dedicate time, resources, and talents to support local organizations and causes we care about most. Each site or operating company identifies events that are meaningful to their teams and communities, inspiring participation and creating lasting community impact. Day of Caring Day of Caring is a Fortive tradition that embodies our spirit of generosity and optimism. Acts of service connect us to the communities where we live and work, enhance our sense of well-being, and provide opportunities to engage in activities or with organizations that are fulfilling on a personal level. An employee-led initiative, Day of Caring empowers our teams to come together, engage with causes they care about, and provide meaningful support to community partners. Across the company, we offer everyone a full, paid day off to serve their community. In 2024, teams across more than 170 global Fortive locations supported local non-profit and community organizations • $1.3M in charitable donations to non-profit organizations that advance STEM education, community resilience, and environmental stewardship • 100% of our operating companies hosted at least one community volunteer event • 24K+ volunteer hours contributed through our annual Day of Caring • 170+ Global communities supported through Day of Caring events worldwide Fortive Scholarship Program Fortive believes that great young minds can create a positive future. Their optimism, ingenuity, and ambition will shape a more sustainable and just world. The Fortive Scholarship Program supports students' pursuit of post-secondary education by providing two- or four-year college, university, or vocational school scholarships to the next generation of world changers. Scholarship awards are based on academic performance, leadership, and economic need, with each scholarship renewable for up to three years. In 2024, Fortive awarded 20 new scholarships to students bound to two- and four-year colleges, universities, and vocational schools, and 32 renewal scholarships to continuing students. Fortive Foundation The Fortive Foundation was established to direct and scale our philanthropic efforts. Since its launch in 2020, the Foundation has tripled its annual charitable contribution, supporting nonprofit organizations worldwide whose missions and impact align with the Foundation's giving areas: • STEM education • Community resilience • Environmental stewardship The Foundation partners with select non-profit organizations to amplify our philanthropic impact. Through both the American Red Cross and GlobalGiving, team members can donate directly to support communities in need, with their contributions matched by the Fortive Foundation.	
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable, Gordian is a SaaS provider.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Building Intelligence™ Solutions Gordian is the industry leader in Building Intelligence Solutions that help organizations successfully budget, build, and maintain capital-intensive assets. Decision-makers, operators, and project leaders turn to Gordian as their partner of choice. Accurate insights, robust technology, and comprehensive expertise empower teams to effectively manage the entire building lifecycle. From prioritizing facilities needs and developing strategic plans, engaging and procuring resources to complete critical construction projects or optimizing existing assets to meet evolving needs, we have solutions that can help. Delivering Value to our Customers • Smarter Decisions. When customers use Gordian data and insights, they make decisions that result in intelligent use of capital, selection of the right partners, and optimization of existing resources and assets. • Smarter Investments. The most important decisions usually revolve around the deployment of capital. Spending money in the right places creates better outcomes for everyone. • Smarter Teams. We don't just work with organizations, we work with executives, managers, and operators. We help them make better decisions, run better projects, and deliver successful outcomes.	

Section A - Every Phase of the Building Lifecycle

At Gordian, we're developing innovative solutions for every phase of the building lifecycle. From construction planning and building to facility operations, we're helping our customers overcome their business challenges by delivering critical data, innovative technology and extraordinary service.

Continuous Innovation

Since our incorporation in 1990, Gordian has been providing JOC solutions to help public and private facility and infrastructure owners control and fast-track their construction repairs and alterations. During these 35 years, we have successfully implemented and supported JOC programs for nearly 300 clients in the United States, with approximately 1,200 construction companies participating in one or more of those programs.

JOC procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over three decades ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration, and construction projects.

Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire construction lifecycle. During that time, we have developed a wealth of data, technology, process, and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. Gordian's JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits.

Retention & Expansion Specialists

As mentioned previously in Item 28, Gordian has a specialized team to strategically support JOC Program growth. These roles are structured around two core pillars of program success: strong client relationships and a capable contractor pool. Two specialists focus on client engagement, while three are dedicated to contractor development. This dual approach reflects a tailored strategy to strengthen both sides of the program, with these newly created roles—launched in 2025—designed to drive sustainable expansion and value. Gordian CTC

Construction Task Catalog (CTC)

Our team of experienced cost estimators has prepared more than 3,000 customized CTCs, specifically designed for JOC programs. Our team of over 50 data scientists and construction industry experts continuously researches the construction cost database through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains national, regional, or local material, labor, and equipment cost, targeting the appropriate source for each.

Gordian's CTC is a comprehensive Unit Price Book (UPB) that includes over 275,000 locally priced construction tasks.

Gordian Cloud Platform—AI-Powered Scope Development

Gordian's Cloud Platform includes an innovative AI-powered Scope of Work Assistant designed to transform how Sourcewell participating entities develop detailed scopes for construction projects. This tool leverages advanced natural language processing and Gordian's proprietary construction data to automate scope creation, reducing manual effort and accelerating project initiation. By analyzing project requirements and user input, the assistant generates comprehensive, contract-compliant scopes that include inclusions, exclusions, and scheduling considerations – ensuring clarity and precision from the start.

Unique Attributes and Industry Differentiation

Unlike generic AI solutions, Gordian's assistant is deeply integrated with the CTC data and job order contracting workflows, making it uniquely suited for public procurement environments. The tool dynamically interacts with users, asking clarifying questions and refining outputs to deliver scopes tailored to each project's needs. It also references historical job orders and contract-specific task catalogs, ensuring accuracy and consistency across multiple projects. This integration earned Gordian recognition through innovation awards, underscoring its role as a disruptor in construction procurement technology.

Benefits for Sourcewell Participating Entities

For Sourcewell Participating Entities, this AI capability translates into measurable advantages:

- Efficiency. Dramatically reduces time spent drafting scopes manually.
- Accuracy. Ensures compliance with industry standards and contract requirements.
- Scalability. Supports multiple projects and stakeholders with consistent, high-quality outputs.
- Risk Reduction. Provides structured, professional scopes that minimize ambiguity and change orders.

By combining automation with Gordian's decades of expertise in construction cost data and procurement, the AI-powered Scope of Work Assistant delivers a solution that is not only unique in the industry but also purpose-built to meet the needs of Sourcewell participating entities.

Gordian's Role in Legislative Advocacy

Gordian understands that the long-term success of Cooperative Purchasing and JOC programs depends on a strong and supportive legislative framework. We take a proactive approach to shaping and safeguarding policies that promote efficiency, transparency, and compliance. Our efforts focus on advancing legislation that benefits public agencies and contractors while actively monitoring and opposing proposals that could hinder these procurement methods. Through strategic collaboration with industry associations and policymakers, Gordian helps maintain current laws and influence future regulations to foster innovation and best practices.

Key Highlights of Our Legislative Commitment

• Industry Leadership. As the creator of JOC, Gordian champions legislation that strengthens Cooperative Purchasing and JOC programs.
• Proactive Investment. We invest in advocacy efforts to promote laws that improve procurement efficiency, transparency, and compliance.
• Risk Mitigation. Gordian actively monitors legislative activity to prevent harmful policies that could negatively impact cooperative purchasing or JOC.
• Collaboration. We work with industry associations, policymakers, and legal experts to ensure regulations support innovation and best practices.
• Future-Focused. Our commitment safeguards current laws and influences future legislation for the benefit of public agencies and contractors.

Benefits for Sourcewell Participating Entities

Gordian's proactive legislative advocacy directly benefits Sourcewell and its Entities by ensuring a stable, compliant, and forward-thinking procurement environment. By championing laws that strengthen Cooperative Purchasing and JOC, Gordian helps protect the flexibility and efficiency that Sourcewell entities rely on to deliver projects quickly and cost-effectively. Our efforts to prevent harmful legislation safeguard agencies from disruptions that could limit cooperative contracting options or increase administrative burdens. This commitment ensures Sourcewell participants can confidently leverage JOC programs knowing they are supported by a strong legal foundation designed to promote transparency, innovation, and long-term success.

46	Describe your approach to developing, implementing, and supporting JOC or IDIQ programs for governmental or educational agencies.	New Owner Startup and Implementation All Gordian JOC solutions follow the same essential steps to develop and implement your organization's JOC program. These steps include: • Implementation Kickoff. During the kickoff meeting, Gordian introduces our Program Design & Contracts (PD&C) and Operations team members to Sourcewell Participating Agencies, outlining the implementation process, roles, and responsibilities. We discuss expectations, JOC program parameters, agency requirements, bid document preparation, anticipated work types, CTC preparation, and planned work volume. Gordian also addresses contractor outreach and confirms the schedule, including solicitation package approval, legal review, and contract award timeframe. Regular touch-point meetings are established to provide updates and address critical path items. • Conducting Contractor Outreach and Engagement. Gordian collaborates with each Participating Agency to develop a comprehensive outreach plan, including creating a list of performing contractors, identifying qualified candidates, and contacting local industry associations. We work with Sourcewell's Diversity, Equity, and Inclusion (DEI) department to include small, diverse, and emerging businesses. The plan features targeted efforts and JOC Informational Seminars to generate contractor interest and encourage attendance at the pre-bid meeting. • Designing the Program. Based on kickoff discussions, Gordian presents the Participating Agencies with a customized program design framework, including recommendations on contract types, geographic areas, award methods, evaluation criteria, contract terms, adjustment factors, subcontractor participation goals, and contractor outreach. This ensures each Participating Agency is well equipped to execute and manage its JOC program. • Developing the Front-End Bid Documents. Gordian supports the development of front-end bid documents by incorporating JOC-specific language, procedures, and definitions into each Participating Agency's standard Contract and General Conditions. Boilerplate documents are reviewed and updated based on the contract award type. Gordian's Implementation team prepares the initial version of bid documents by including JOC-system language for the Agency to review and critique until it is determined that the Bid Documents are ready for legal review. • Developing and Customizing the Construction Task Catalog and Technical Specifications. Gordian develops and customizes the CTC and technical specifications, including localized unit prices for labor, equipment, and materials, and the Participating Agency's technical specifications. We provide an overview of the CTC, guidelines for its use, and a review of the Table of Contents. New tasks are researched and developed as needed, and the final CTC is published before advertising the Job Order Contracts. • Competitive Procurement. Once the Bid and Contract Documents are approved and contractor outreach is complete, the Job Order Contracts follow the same competitive procurement process as the Participating Agency's other construction bids. Gordian participates in the pre-bid meeting, helping develop the agenda and providing a presentation. Contractors can submit questions, with Gordian assisting in drafting responses and addenda. Each Agency conducts the public bid opening, evaluates proposals, and executes the contracts. • Developing Execution Procedures. Gordian collaborates with each Participating Agency to develop detailed execution procedures for procuring work, covering project initiation, development, Minority Business Enterprise (MBE)/Women-Owned Business Enterprise (WBE) compliance, permit requirements, project review and approval, project close-out, and payment processes. Gordian drafts, reviews, and revises these procedures to ensure smooth implementation. • Configuring the Information Management System (IMS). Gordian collaborates with each Participating Agency to configure and customize the JOC IMS, designed to track milestone events, subcontractor participation, diversity rates, budgets, and tracking dates. The IMS maintains detailed records of Price Proposals and includes forms and management reports to track JOC usage and performance. Awarded contracts are loaded into the JOC IMS. • Conducting Training. Gordian develops comprehensive training materials and provides specialized sessions for the Participating Agency and JOC contractor staff. Training includes a JOC Overview, detailed sessions on Contract Documents, Execution Procedures, Job Order Development, and the Gordian JOC IMS. Refresher training is provided as needed, and e-learning materials are available for self-paced training. • Ongoing Support and Maintenance. Gordian provides ongoing technical support, including JOC program updates, contract implementation, and software support. Updates involve providing Participating Agency's with updated Contract Documents, monitoring changes, recommending improvements, developing pre-award criteria, and customizing the JOC process. Software support is provided through on-site personnel, remote access, and a toll-free support line. Gordian's JOC program development and implementation for new Owners ensures Participating Agencies receive a well-structured, efficient, and effective JOC program tailored to their organization's specific needs, enhancing your ability to manage and execute construction projects successfully. A partnership between Gordian and Sourcewell's Participating Agencies will yield many successful repair, renovation, and straightforward construction projects.
47	Describe the JOC or IDIQ unit pricing method(s) employed by your organization and how it is developed and maintained.	As mentioned above, our team of experienced cost estimators has prepared more than 3,000 customized CTCs, specifically designed for JOC programs. Our team of over 50 data scientists and construction industry experts continuously researches the construction cost database through a structured, formulaic methodology that ensures accuracy and consistency

areas like hazardous materials, roadways, paving, wastewater treatment, and healthcare facilities.

Gordian's Construction Task Catalog (CTC) is a comprehensive Unit Price Book (UPB) that includes over 275,000 locally priced construction tasks. Each task in the CTC includes a description, unit of measure, installation price, and, if necessary, demolition price. Tasks may also have several modifiers that adjust the price for variations in materials or for quantity discounts. The CTC is integrated into the Gordian Cloud Platform, streamlining the procurement process and simplifying project management.

Gordian's CTC is based on local prevailing wages and material and equipment costs, which are obtained directly from local subcontractors and suppliers, utilizing RSMeans data. This approach avoids the financial consequences of using national average pricing, which may not reflect local market conditions.

Gordian's CTC is specific to Sourcewell's operating environment and the types of projects they execute. All task prices in the CTC are already localized.

Gordian's CTC pricing is contract-ready, meaning it doesn't require additional adjustments. This ensures additional costs are not added by the contractor to cover such things as general conditions.

Gordian's CTC is very specific and defines the exact items to be used, which makes the resulting pricing accurate and reliable. Some competitors' solutions rely on average items, making the pricing less precise and subject to changes as the average items are replaced by the actual items. Sourcewell's CTC will be definitive, eliminating the need for contractors adjusting pricing outside of the agreed-to values.

Gordian's CTC includes all tasks required to complete renovation, repair, and replacement projects. This ensures project prices reflect all costs required, such as demolition. Using a less comprehensive pricing approach can add cost overruns and

		design of the Job, additional labor must be negotiated for each project. • Quantity Discounts. The CTC used by Sourcewell will reflect quantity discounts to ensure best pricing is obtained based on the actual work to be done. Pricing that doesn't account for quantity discounts tends to be inflated, and Sourcewell can end up spending more than is required.
48	Describe the JOC or IDIQ program training available to participating agency staff and contractor personnel.	Detailed information of each training session is provided below. JOC Overview The JOC Overview training is a general-purpose introduction designed to familiarize Participating Entity staff with the JOC concept. Topics include an overall JOC orientation as well as a discussion of how JOC is implemented. In addition, JOC is presented from a contractor's perspective so they better understand the contractor's risk and potential reward. JOC Contract Documents The JOC Contract Documents session is a detailed discussion of the contractual terms of the contract. This session is designed for project managers and procurement staff. The contract documents are the rules under which the JOC program is implemented. It is critical that key operational and procurement staff fully understand the Contract Documents. JOC Program Execution The JOC Program Execution session includes a detailed, comprehensive review of the approved JOC Execution Procedures. Training for this module includes ensuring that facilities and procurement staff have a full understanding of the procedures and forms that are used to approve JOC work. The 5-step Job Order Development session covers training on a complete series of practical exercises designed to prepare a Job Order based on actual Participating Entity projects. Gordian provides each entity with the necessary support to ensure their staff can properly develop Job Orders. Gordian reviews the procedures and forms that need to be completed for each step in the process. A summary of the 5 steps is: • Joint Scope Meeting • Detailed Scope of Work • Price Proposal • Price Proposal Review • Issue Job Order JOC Gordian Cloud Platform Training The JOC Gordian Cloud Platform training program is designed to equip participants with comprehensive knowledge and practical skills across various critical areas, including navigating and optimizing the use of the Cloud Platform, mastering JOC Administration tasks, understanding the nuances of General JOC Management, and enhancing abilities in developing effective proposals and generating detailed reports to drive project success. JOC Refresher Training Gordian provides JOC refresher training as needed or requested by each Participating Entity. Our refresher training consists of a discussion of all aspects of the JOC program and is offered to those who have had an opportunity to get some actual experience with the JOC process. These sessions are focused on the lessons learned and the sharing of those lessons with other staff members. Refresher training also helps identify any problems that may be occurring. Gordian continues to conduct as many training sessions as required to ensure that your staff and the JOC contractors are fully prepared to execute the JOC program. Self-Paced Training Portal In addition to specific training sessions that are handled by your Gordian Account Manager, Gordian offers eLearning collateral for self-paced training opportunities. Upon award, your team is provided with a link to sign up for this portal. Once enrolled, you are able to access the eLearning URL, either directly or through the Help Center, whenever it is convenient for you. The Help Center offers real-time supplemental training, new release notes, and much more. From a drop-down menu, you can select a role such as Contractor or Owner to access relevant content for your specific role in the JOC program. From there you just need to click the Start button under the course title to view the content. Ongoing Training Support Gordian provides ongoing training support during the term of the contract, including: • JOC Program Updates • Contract Implementation and Support • Software Support and Maintenance

49	Explain your method of addressing change orders within the JOC or IDIQ program.	JOC uses fixed, preset pricing for all contractor work, whether it's part of the original job or added later as a supplemental order. If unexpected changes or new requirements arise, these are priced using the Construction Task Catalog, calculated by multiplying the unit price, the contractor's adjustment factor, and the quantity. This streamlined process means projects don't have to stop for renegotiation—supplemental orders are handled just like the original ones. When changes occur, the contractor submits a new price proposal for review. The facility owner then issues a new job order for the extra work or credits for any reductions. Importantly, every change order is priced consistently with the original proposal. This approach fosters collaboration and clear communication between owners and contractors and avoids the disruptions and disputes common in traditional construction bidding. If there is a change in scope for a job, meaning the volume reduces or increases, there is a Supplemental Order that is put through the system, invoiced the same as the base project. If the Participating Entity cancels a job and a credit is needed, the status of the job will be updated as follows: • If the Participating Agency has not paid the billable invoice, the credit will automatically apply to the open invoice resolving the balance • If the billable invoice has been paid, the credit will be sent to the customer for them to apply to an open invoice or receive a refund • If the credit supplemental has not been used, AR will apply the newly created Invoice to the credit • If the credit supplemental has been used, AR will send the invoice to the customer to collect payment	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	N/A	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response*	
59	Describe your payment terms and accepted payment methods.	Gordian's payment terms are net due thirty (30) days from receipt. Gordian accepts ACH and remittance via check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are not applicable to the scope of this RFP.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The SaaS Agreement and the JOC System License have been uploaded via the portal as requested. For the avoidance of doubt, all purchases by members shall be subject to the SaaS Terms of Use and JOC System License provided herewith unless otherwise agreed to in a participating entity addendum or other written agreement between Gordian and a member.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Gordian does not accept P-card for the scope of software and related services in this RFP.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A significant benefit of Gordian's approach to providing our JOC solutions is that we do not charge an upfront fee to our clients to implement a JOC program. Our contracts are pure performance-based contracts; we do not succeed unless Sourcewell Participating Entities succeed. Accordingly, there is no risk to Sourcewell Entities for the development and implementation of a Gordian JOC program since the Entity is under no obligation to use the program once it is operational. However, we are 100% confident that the Entity will continue to see the substantial time and cost savings afforded by a Gordian JOC program. JOC Solution The pricing set forth below includes all products and services described as the JOC Solution within the proposal. This includes all products, services, and training necessary to implement a successful, client-managed JOC program and does not include the Job Order Development services or Project Management services referenced in the proposal. Gordian's standard fee for the JOC Solution products and services consists of a license fee (Member License Fee) that is assessed when customers utilize our proprietary materials and information management application to procure construction. These fees, as detailed below, are structured on a not-to-exceed basis, ensuring cost predictability and transparency for our clients. • Participating Entity License Fee. Participating Entity shall pay Gordian a License Fee equal to five percent (5%) of the first eight million dollars ($8,000,000} in construction volume procured through their JOC program, and a License Fee equal to one and ninety-five hundredths percent (1.95%) of the value of the work ordered thereafter. The License Fee is invoiced and payable upon the issuance of a Job Order, Purchase Order, or similar purchasing document from the Participating Entity to a JOC contractor. Payments are due thirty (30) days from the date of invoice. Job Order Development Services Gordian will perform the optional Job Order Development services described in the proposal as part of a turnkey JOC program for all JOC projects procured by the Participating Entity, or these services may be provided on a project-by-project basis upon request by the Participating Entity. For each Job Order assigned to Gordian for Job Order Development services, a Job Order Development Fee shall be assessed in addition to the Participating Entity License Fee set forth above: • Job Order Development Fee. Three and five hundredths percent (3.05%) of the value of work ordered. The Job Order Development Fee is invoiced and payable upon the issuance of a Job Order, Purchase Order, or similar purchasing document from the Participating Entity to a JOC contractor. Payments are due thirty (30) days from the date of invoice. The Job Order development fee will only be applied when the services are requested by the Participating Entity on a project-by-project basis. In the event Job Order Development services are provided during the procurement of the initial $8,000,000 in construction procured by the Participating Entity, the Participating Entity License fee shall be assessed at 1.95% of the value of construction, and the aggregate fee assessed to the Participating Entity, exclusive of any project management services, shall not exceed 5%. Project Management Services Gordian's fees to provide project management services as described in the proposal consists of a Project Management Fee that will be assessed in addition to the Participating Entity License Fee and Job Order Development Fee described above. The Project Management	*

		Fee Structure • Project Management Fee. Five and ninety-five hundredths percent (5.95%) of the value of the work ordered through the JOC program. The Project Management Fee is payable when construction of the Job Order has been completed and accepted by the Participating Entity , except at the election of Gordian, any Job Order requiring more than sixty (60) days to complete will be invoiced monthly on a percentage of completion basis. The Project Management Fee will only apply when Job Order Contracting Complete Management services are requested by the Participating Entity. Contractor License Fee In addition to the fees assessed to Participating Entities, Gordian will charge each JOC contractor a contractor license fee (Contractor License Fee) of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by a Participating Entity. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data and JOC applications and is not a direct cost to the Participating Entity. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the Participating Entity.	
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing proposal does not include a formal discount structure; however, Gordian's pricing is consistently as good as or better than rates typically available through existing cooperative contracts, state contracts, or individual agency agreements. This approach ensures competitive and fair pricing without requiring additional concessions.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	While no discount is applied within this proposal, Gordian may offer independent volume-based discounts in the future based on total construction spend or individual project spend. These potential discounts are designed to deliver additional value and efficiency for agencies by reducing overall costs as project volume increases. This approach not only incentivizes agencies to maximize the use of the contract but also supports long-term planning and budget optimization. By aligning pricing benefits with construction activity, Gordian helps participating agencies achieve greater cost savings, streamline procurement, and enhance the overall impact of their capital improvement programs.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The stronger and more complete the CTC is, the less there will be a need for Non-Prepriced (NPP) tasks. This often-overlooked concept can become critical to the success of Sourcewell's JOC Program due to the enormous variety of public agencies served by Sourcewell. Our JOC Program must stand ready to adequately serve school districts, regional educational service agencies, technical schools, charter schools, colleges and universities, libraries, local and regional government offices, counties, municipalities, townships, and other eligible tax-exempt nonprofits. Gordian recognizes these agencies are under no obligation to use Sourcewell's JOC Program. If our Program cannot be competitive in the marketplace, it may be forced to potentially lose work within the customer base due to bid thresholds and disqualifying levels of NPP usage. As trusted partners to Sourcewell we are cognizant of this dynamic and its impact on all parties. Our Gordian JOC Software includes non-prepriced tasks only when contractors attach requisite quotes or supporting documentation, resulting in the following benefits: • Creates an auditable record for evaluation in updated CTCs for future JOC solicitations. • Gordian reviews non-prepriced items and develops prepriced tasks for inclusion in subsequent CTCs, ensuring market price payment and avoiding excessive use of non-prepriced tasks. • Gordian's data resources provide customers with the most updated, accurate cost data in the market today.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The JOC License Fee and other fees are based on a percentage of the value of the work ordered. There are no additional fees.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Gordian provides software and related services. There are no shipping charges for these services.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Gordian provides software and related services. There are no shipping charges for these services.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable to the scope of services requested in this RFP.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The volume of construction procured by participating entities through the JOC program is meticulously tracked and reported using Gordian's JOC Software. All financial reporting will be managed through Gordian's NetSuite ERP system, which allows for seamless identification and reporting of Sourcewell purchases throughout the duration of the contract. Given that Gordian supports over $1 billion annually in cooperatively purchased construction services, our financial systems are specifically configured to provide precise reporting and the accurate payment of administrative fees to cooperative purchasing agencies. This robust infrastructure underscores our commitment to transparency and accountability in financial operations. Gordian pioneered the system that facilitates construction procurement through cooperative programs. We offer unparalleled marketing, sales, operations, and technology resources to ensure the success of partnerships, such as the one with Equalis. Our expertise and innovative solutions uniquely position us to support and enhance the cooperative purchasing experience, ultimately delivering exceptional value to our clients.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	KPIs can be established for individual projects, project managers, contractors, and/or the time it takes to complete each step in the Job Order Development Process. This measures the success of both the system and the process and provides tools for management to make improvements. Examples include: • Procurement—Average days between Job Order Initiated and Job Order Issued • Delivery—Average days between Job Order Issued and Construction End • Initial Proposal Amount vs. Approved Proposal Amount • Number of Supplementals or Change Orders • Contractors Responsiveness/Performance	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Gordian proposes a 2% Administration Fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing proposed in this response is highly competitive and designed to deliver maximum value to Sourcewell's Participating Entities. In fact, our pricing structure is as good as, or better than, rates typically available through existing cooperative contracts, state contracts, or individual agency agreements. This approach will ensure Member Agencies benefit from cost efficiency without sacrificing quality or service.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Gordian JOC Services–Advanced, Complete, and Construction Administration Gordian offers three levels of JOC solutions, each tailored to meet our customers' specific needs and requirements. This flexibility ensures that our customers can select the solution that perfectly aligns with their project delivery goals. Gordian's JOC Advanced Solution—Tools, Training, & Support Gordian's JOC solutions and consulting services have helped facility and infrastructure owners control and fast-track their repair, maintenance, and construction projects for over three decades. Through the JOC Advanced solution proposed below, Gordian develops, implements, and supports Sourcewell's JOC program. • Experienced Account Managers. Gordian provides experienced Account Managers responsible for the implementation and support of Sourcewell's JOC program. The staff reports directly to Sourcewell and is available to assist with any JOC-related issues. • Establish JOC Program Guidelines. Gordian conducts the activities necessary for establishing the structure of Sourcewell's JOC program. Responsibilities include preparing Sourcewell-specific Execution Procedures that are used to perform the JOC program. • JOC Program Documents. Gordian is responsible for preparing the JOC program Contract and General Conditions, Bid Documents, and Technical Specifications, and for providing a customized Construction Task Catalog. • JOC Software Applications. Gordian provides a license for an unlimited number of Sourcewell users to access Gordian's web-based JOC System, which includes Gordian's JOC information management software (JOC Software) and Construction Task Catalog. The JOC System is capable of generating the JOC documents, including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. Sourcewell's standard reports and forms may be incorporated as requested. • Marketing. Gordian markets the JOC program by informing internal Sourcewell staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with the procurement of the JOC contracts. • Training. Gordian develops and conducts a comprehensive JOC training program for Sourcewell's and JOC contractor staff, which includes different course modules that provide specialized training. • Ongoing Support and Maintenance. Gordian provides comprehensive JOC follow-on support to Sourcewell for the administration of its JOC program. Gordian monitors the overall program and prepares any required status reports. Support services include unlimited toll-free JOC Software support, access to all JOC Software updates and additional functionality, updating the CTC for each new JOC contract, as well as Technical Specifications, Contract and General Conditions, and Bid Documents. Gordian's JOC Complete Solution—Job Order Development Services Gordian's JOC Complete Solution includes all the services and tools offered in JOC Advanced, plus additional Job Order Development Services that guide Sourcewell through every step of the process, from initial project identification to final purchase order issuance, ensuring efficiency, cost control, transparency, and flexibility throughout the entire project lifecycle. Successful, efficient, and cost-effective JOC projects begin with a coordinated work authorization process known as Job Order Development. This process ensures all parties understand the scope of work and the tasks required to complete it. Developing the Job Order is crucial for controlling costs, as it guarantees Sourcewell pays for the correct tasks, in the proper quantity, and at the correct competitively bid price. Qualified project managers are essential for developing each Job Order to maintain a transparent and auditable project procurement process, ensuring Sourcewell pays only the competitively bid price for each Job Order. Gordian's Account Managers confirm that each of the following tasks is performed to properly develop each Job Order for Sourcewell: • Selection of JOC as a Procurement Method. Gordian Account Managers review project details to confirm the identified project is a viable candidate for JOC, following Sourcewell policies and the requirements of each state's Public Contract Code. • Contractor Identification. In the event Sourcewell has multiple JOC contractors, we provide Sourcewell with recommendations on awarding JOC contracts, guiding the selection process with a focus on matching the right contractor to each project. Our criteria include the nature of the work, project location, and other key factors like the contractor's available capacity, current workload, and past performance, ensuring that each selection is well-justified and documented. • Joint Scope Meeting. Once the JOC Contractor is identified, a Gordian Account Manager promptly schedules a Joint Scope Meeting at the project site. This meeting aligns Sourcewell and the JOC contractor on all work details, including verification of measurements taken by the JOC contractor. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that

1. Joint Scope Meeting. This results in more cost-effective collaborative solutions. During the Joint Scope Meeting, Gordian's Account Manager ensures the following goals are set and topics are covered:

Set expectations and explain the five-step Job Order development process
Discuss the work to be performed and review project drawings
Indicate the presence of any hazardous materials
Identify any required permits
Identify any long lead time items
Establish a protocol for workers entering the site
Identify staging areas and any area off-limits to workers
Discuss the construction schedule and work hours, including critical milestones and phasing requirements
Identify any necessary controlled inspections and testing requirements
Submit any value engineering suggestions
Discuss and establish the organization of the Price Proposal, utilizing the Construction Specifications Institute (CSI) MasterFormat, by floor, by room, by construction phase, etc.
Establish the due date for submission of the Detailed Scope of Work and Price Proposal

• Detailed Scope of Work. If there are:

No drawings and specifications issued for the project, Gordian prepares detailed Joint Scope Meeting notes and, if needed, assists the contractors in preparing the Detailed Scope of Work following Sourcewell's requested project scope.
Drawings and specifications, Gordian reviews the documents with the JOC contractor and raises any issues or concerns.

The drawings and specifications serve as the Detailed Scope of Work, along with any documentation or details that result from the Joint Scope Meeting or ensuing scoping process. Gordian coordinates and combines all this information to produce a final Detailed Scope of Work for inclusion in the work order package.

• Prepare the Price Proposal. The JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the CTC. Our JOC IMS automatically calculates the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor also prepares additional Sourcewell-required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

• Price Proposal Review. The Gordian Account Manager reviews the contractor's price proposal, following our strict procedures.

For each pre-priced task, the following confirmations are made:
The selected task is necessary and required to accomplish the work.
The selected task is the most appropriate one available in the CTC for the required item of work.
The correct quantities have been entered based on the project documents and Detailed Scope of Work.
The correct Adjustment Factor has been entered.

For each non-pre-priced task, the following confirmations are made:
It is a required task to accomplish the work.
No pre-priced construction task is available to accomplish the work.
No pre-priced construction task is available that covers a portion of the work, such as labor or materials.
The labor hours for self-performed work are priced using the CTC. These hours are not included in the non-pre-priced task unless the labor classification is not listed in the CTC.
The required backup documentation has been submitted, including:
Three verified independent quotes for material and subcontractor prices.
Shop drawings, catalog cuts, samples, and technical data, if applicable.
The contractor has properly calculated the non-pre-priced item cost using the equation contained in their contract.

Comments and revisions are transmitted to the JOC contractor with explanations for the required changes.

If a meeting is required to review the Price Proposal changes, Gordian's Account Manager continues to:
Document and clearly explain the changes requested to the JOC contractor's Price Proposal.
Submit a red-lined version of the Price Proposal to the JOC contractor before any review meeting, enabling the contractor to review and research all changes beforehand.
Be prepared to make any necessary changes to the Price Proposal, the independent estimate, and the Detailed Scope of Work. Complex projects may require changes to each of these three documents to ensure consistency.
Ensure the JOC contractor provides supporting documentation for the quantities contained in the Price Proposal and the selection of specific tasks and calculations at issue.
Use a fact-based, methodological approach to justify task revisions and quantity adjustments.

If the Gordian Account Manager is unable to facilitate an agreement on the final

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Price Proposal Key Takeaways 010626-GCI

Price Proposal will take actions to ensure a resolution:

Coordinate a Follow-Up Meeting. The Account Manager arranges a follow-up meeting at the project site to address and resolve any issues related to access, quantities, or other concerns.

Facilitate Necessary Revisions. The Account Manager facilitates any necessary revisions to the Detailed Scope of Work to accommodate contingencies when a quantity or line item remains in dispute at the time the Job Order is issued. This ensures the JOC contractor is fairly compensated for all required work, while Sourcewell is only charged for work performed. These contingencies should only be allowed when a task or quantity is in dispute at the time the Job Order is issued.

- Issue Job Order. Once Sourcewell is satisfied with the Price Proposal and related documents and decides to move forward with the project, Gordian assists with obtaining the necessary approvals and issuing a purchase order to the contractor in compliance with Sourcewell's JOC policy.

Gordian's JOC Complete Solution offers Job Order Development services as part of a comprehensive support package for your organization's JOC program, ensuring that the tasks above are performed on all Job Orders issued.

Gordian's JOC Construction Administration Solution—Construction Administration Services

With Gordian's JOC Construction Administration, Gordian acts as a trusted partner to customers, ensuring project delivery while keeping the long-term vision in sight. Unlike traditional construction management firms, we engage early—during the Procurement and Pre-Construction phases—to align stakeholders, proactively mitigate risks, and establish a clear, executable path forward before the work begins.

The Construction Administration Services option is available to Sourcewell on a project-by-project basis. The service includes:

- Pre-Project Requirements. Confirm all project prerequisites are completed, verified, and documented before the commencement of construction activities.
- Stakeholder Engagement and Meetings. Facilitate and lead key meetings to align stakeholders as follows:

Pre-Construction Meeting. Establish alignment of project scope, schedule, site logistics, and safety protocols.

Progress Meetings. Conduct regular onsite meetings to review milestones, address issues, and drive momentum.

Punch List Meetings. Coordinate final walkthroughs to identify and resolve outstanding items before project closeout.

Meeting Documentation. Capture and distribute accurate meeting minutes to ensure accountability and transparency.

- Site Oversight and Reporting. Perform regular project site visits to assess progress, identify issues, and create detailed reports for stakeholder visibility.
- Submittals and RFI Coordination. Maintain comprehensive logs of submittals and Requests for Information (RFIs), ensuring timely review, response, and approval to avoid delays.
- Customer Process and Contract Compliance. Implement and uphold customer-specific procedures throughout the project lifecycle. Ensure all activities align with contractual obligations and regulatory requirements.
- Documentation Management. Review and manage project documentation to meet customer and regulatory standards, including:

Project Requirements
Schedule of Values
Submittals
Project Schedules (Preliminary, Final, Baseline Updates)
Two-Week Look Ahead
Contractor Pay Applications (Certified Payroll and Prevailing Wage)

- Customer and Contract Support. Provide responsive support to resolve issues promptly and maintain project continuity.
- Supplemental Management. Manage scope changes due to unforeseen conditions with proper documentation, approvals, and communication.
- Punch List Completion Verification. Ensure all punch list items are completed to meet closeout standards and customer expectations.
- Schedule Delay and Risk Mitigation. Proactively identify and manage risks to minimize delays and disruptions.
- Project Documentation. Compile and deliver a comprehensive project binder with all final project documentation for customer records.

Construction Cost Database

Gordian's construction cost data is the most comprehensive and accurate in the market, drawn from a constantly updated database of over 275,000 tasks. Our construction cost database is built using unmatched expertise, relying on exhaustive research and decades of historical data.

We are unparalleled in the resources we commit to ensuring the accuracy and comprehensiveness of our construction cost database. Our dedicated team, cutting-edge technology, and rigorous data validation processes set us apart in the industry. By identifying, reviewing, and verifying any pricing anomalies before publication, we guarantee the highest level of precision and reliability.

Our team of over 50 data scientists and construction industry experts dedicates 22,000 labor hours annually to continuously research and update the database. This

		structured framework methodology to ensure accuracy and consistency across all tasks. Each line item contains national, regional, or local material, labor, and equipment costs, targeting the appropriate source for each. The Construction Task Catalog To develop Sourcewell's CTC, we use local prevailing wages—or The Prevailing Wage Law that establishes minimum wage rates for workers on public construction projects—and current actual material costs, and equipment rates—which we obtain directly from local subcontractors and suppliers—specific to each coverage area to price our CTCs. With the approval of Sourcewell, Gordian uses this data to determine the number of regionalized catalogs to create. JOC Information Management System (IMS) Gordian has developed a best-in-class JOC IMS that manages the development of each Job Order from project initiation to completion. It tracks all critical dates and information needed to manage a successful JOC program, including summary reports for each contractor, client, or region, project milestones, dollar value spent, estimated date of completion, and any other client-specific participation, inclusion, and/or contract compliance. It's common to have many JOC projects going at one time. That's why it is considered best practice to administer your contracts via a comprehensive program management software built specifically for JOC. A robust and reliable software application serves as your program's command center, centralizing all communications, documents, and information to give you greater control over every project.	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no additional subcategories.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;	(•) Yes ( ) No	Gordian partners closely with participating agencies to design and implement JOC and/or Indefinite Delivery/Indefinite Quantity (IDIQ) programs that reflect each agency's unique goals and objectives. Through a collaborative process, we assess priorities such as budget control, compliance, and project timelines, then tailor program components, including pricing structures, workflows, and training that ensure alignment. Our dedicated JOC Professionals provide guidance, best practices, and ongoing support throughout the program lifecycle, delivering a solution that drives efficiency, transparency, and measurable success	*
78	Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;	(•) Yes ( ) No	Gordian assists agencies in selecting and implementing all essential resources for a successful JOC or IDIQ program. This includes providing a robust program platform, comprehensive technical specifications, and standardized general terms and conditions. We deliver localized pricing catalogs (CTC), reference materials, and detailed procedure manuals to ensure transparency and compliance. Additionally, Gordian supplies bidding methodologies and contract forms tailored to agency requirements, supported by expert guidance and training. This end-to-end approach ensures agencies have the tools and knowledge needed for efficient program launch and long-term success.	*

79	Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);	◉ Yes ◉ No	Gordian supports participating agencies throughout all procurement related tasks to ensure a smooth and compliant process. Our team assists with contractor outreach and development to build a qualified vendor pool, drafts solicitations that meet regulatory standards, and facilitates pre-bid conferences to promote transparency and engagement. We provide guidance during bid evaluations to ensure fairness and compliance, and we support contract award and onboarding to enable immediate program participation. This comprehensive approach reduces administrative burden, accelerates implementation, and ensures agencies achieve their procurement goals efficiently.	*
80	Technology, software, application, or platform solutions related to the offering of the solutions described in 77-79 above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,	◉ Yes ◉ No	Gordian's technology solutions provide agencies with powerful tools to manage every aspect of their Job Order Contracting (JOC) programs. Our cloud-based platform streamlines cost proposal development by leveraging localized Construction Task Catalogs and integrated pricing tools for accurate, transparent proposals. It centralizes project documentation, including scopes, approvals, and compliance records, ensuring consistency and easy access. Additionally, Gordian's system offers real-time tracking and reporting through dashboards and customizable reports, enabling agencies to monitor progress, control budgets, and maintain compliance. This integrated approach reduces administrative burden, improves efficiency, and supports data-driven decision-making.	*
81	Services related to the offering of the solutions described in Sections 77-79 above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.	◉ Yes ◉ No	Gordian's JOC solutions include comprehensive support services to ensure successful program adoption and long-term performance. We provide training for agency staff and contractors, assist with program administration, and deliver technical and contractor support. Our team manages issue tracking and escalation, prepares customized reports, and offers program customization to meet agency-specific needs. This holistic approach ensures agencies have the tools, knowledge, and ongoing support required for efficient program management and measurable success.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell - Gordian Pricing 02Jan2026.pdf - Monday January 05, 2026 11:53:30
- Financial Strength and Stability - Fortive Annual 10-K Report 2024 (full).pdf - Friday January 02, 2026 08:29:35
- Marketing Plan/Samples - Sourcewell -Marketing Detail.pdf - Friday January 02, 2026 08:30:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - SaaS Terms of Use + JOC System License.pdf - Friday January 02, 2026 08:33:54
- Requested Exceptions - Sourcewell -Master Agreement 010625 JOC (Gordian comment, no exceptions).docx - Friday January 02, 2026 08:34:22
- Upload Additional Document (optional)

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Matt Bausher, Chief Customer Officer, The Gordian Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 8 JOC or IDIQ Program Management Consulting Services 010626 Wed December 24 2025 04:00 PM	☑	2
Addendum 7 JOC or IDIQ Program Management Consulting Services 010626 Tue December 23 2025 01:21 PM	☑	1
Addendum 6 JOC or IDIQ Program Management Consulting Services 010626 Mon December 22 2025 10:44 AM	☑	5
Addendum 5 JOC or IDIQ Program Management Consulting Services 010626 Wed December 17 2025 07:26 AM	☑	1
Addendum 4 JOC or IDIQ Program Management Consulting Services RFP 010626 Mon December 15 2025 10:48 AM	☑	2
Addendum 3 JOC or IDIQ Program Management Consulting Services 010626 Mon December 8 2025 08:04 AM	☑	1
Addendum 2 JOC or IDIQ Program Management Consulting Services 010626 Wed December 3 2025 08:33 AM	☑	1
Addendum_1_JOC_or_IDIQ_Program_Management_Consulting_Services Wed November 26 2025 02:53 PM	☑	–

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RFP #010626
REQUEST FOR PROPOSALS
for
JOC or IDIQ Program Management Consulting Services

Proposal Due Date: January 6, 2026, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for JOC or IDIQ Program Management Consulting Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 6, 2026, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 18, 2025
Pre-proposal Conference:	December 19, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	December 29, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**January 6, 2026, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	January 6, 2026, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

Docusign Envelope ID: 70324C65-74E4-8736-80C5-12DA5ABDF644

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [Political Subdivision List - Oregon, Utah, and Virginia].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for JOC or IDIQ Program Management Consulting Services, including services for the development, design, implementation, management, oversight, and direction of job order contracting (JOC) or indefinite delivery, indefinite quantity construction contracting (IDIQ) programs for Sourcewell Participating Agencies, such as:

    a. Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;

    b. Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;

    c. Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);

d. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections 1. a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,

e. Services related to the offering of the solutions described in Sections 1. a. – d. above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on JOC or IDIQ Program Management Consulting Services for Sourcewell Participating Agencies, and the related delivery of services. This solicitation should NOT be construed to include services for the management of the Sourcewell IDIQ program.

3. This solicitation does not include equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

   a. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);

   b. Facility Assessment and Planning with Related Services (RFP #102424); and

   c. IT Managed Service and Staff Augmentation Solutions (RFP #071321).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or

dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

4. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.

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2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

5. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

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Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

6. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

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E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

7. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and

c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

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- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

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Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.

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11/26/2025

Addendum No. 1
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell clarify expected annual usage volume for JOC/IDIQ consulting?

Answer 1:

Reference RFP 010626, Section II, Item E

Question 2:

Are multiple technology platforms acceptable in a single integrated offering?

Answer 2:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 3:

Is Sourcewell seeking standardized or agency-specific JOC pricing catalogs?

Answer 3:

FAQ Page 4, Section II. Requested Equipment, Products, and Services

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Question 4:

Will participating agencies require federal compliance modules (e.g., Davis Bacon, Buy America)?

Answer 4:

FAQ Pages 6 & 7, Section V. Participating Entities

Question 5:

Should contractor onboarding tools be included under the Master Agreement pricing or optional?

Answer 5:

FAQ Page 5, Section IV. Pricing

Question 6:

Are U.S.–Canada bilingual deliverables required?

Answer 6:

FAQ Page 7, Section VI. Canada

Question 7:

Does Sourcewell prefer hosted, hybrid, or fully FedRAMP environments?

Answer 7:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 8:

Can training be delivered virtually, or is in-person preferred?

Answer 8:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 9:

Should AZH propose optional modules such as EAM, fleet, work orders, or

disaster management?

Answer 9:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 10:

What KPIs does Sourcewell expect for program performance reporting?

Answer 10:

FAQ Page 4, Section III. Dealers, Resellers, or Subcontractors

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End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 11/26/2025, is required at the time of proposal submittal.

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12/3/2025

Addendum No. 2
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there any historical data available detailing the volume of government and county case management requirements that may have been issued via IDIQ on Sourcewell.

Answer 1:

Reference RFP 010626, Section II, Item E.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/3/2025, is required at the time of proposal submittal.

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12/8/2025

Addendum No. 3
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If an offeror is awarded a contract under this solicitation for JOC or IDIQ Program Management Consulting Services—and Sourcewell later issues a separate solicitation for JOC or IDIQ construction services—would the Program Management contractor be restricted from competing on those future solicitations due to its involvement in providing program support, development, or advisory functions? We respectfully request clarification on whether participation as a Program Management contractor would limit eligibility to pursue any subsequent JOC or IDIQ construction solicitations released by Sourcewell.

Answer 1:

Proposers can respond and be awarded for multiple RFPs that Sourcewell advertises.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/8/2025, is required at the time of proposal submittal.

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12/15/2025

Addendum No. 4
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For questions that are clearly oriented toward physical products/equipment distribution (e.g., Table 3 questions about freight to Alaska or dealer networks), is a response of N/A – Service provider; proposed solutions are consulting services and software access, not physical equipment requiring freight considered sufficient and compliant?

Answer 1:

Do not leave answers blank; respond N/A if the question does not apply to you (preferably with an explanation).

Question 2:

For an IT service provider, should the sales force be interpreted as our business development and account management team, and the service force as our delivery consultants, project managers, and technical support staff? Should the network of Authorized Sellers be described as our internal regional offices and any authorized implementation partners, rather than a product dealer network?

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its sales and service force to Sourcewell.

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Question 3:

For software and consulting services, how should these questions be addressed? Are you seeking information on the sustainability of our corporate operations (e.g., cloud hosting powered by renewable energy), the capability of our software to help clients track sustainability metrics in their construction projects, or both?

Answer 3:

See Answer 2.

Question 4:

Is the incumbent eligible to submit a proposal under this Solicitation?

Answer 1:

Yes.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/15/2025, is required at the time of proposal submittal.

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12/17/2025

Addendum No. 5
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Table 2A, questions 14 and 15 ask about market share but how does Sourcewell define market share? Total construction market share or JOC or IDIQ Program Management?

Answer 1:

These two questions ask about market share for the solutions that you are proposing.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/17/2025, is required at the time of proposal submittal.

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12/22/2025

Addendum No. 6
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Sourcewell has received many questions regarding the technology component of this RFP.

Answer 1:

Technology is a complementary item on this RFP and a respondent **must** be offering something in RFP II. B. Requested Equipment, Products, or Services, a-c. to provide technology. Further, Sourcewell does not have SLAs or specific requirements for that technology. It is up to each participating agency. Refer to the RFP, the Master Agreement, and the FAQ in the portal.

Question 2:

What governance structure does Sourcewell expect for program oversight (steering committee, monthly status meetings, escalation path, acceptance/approval gates)?

Answer 2:

Cadence of your awarded contract meetings will be discussed after award with your Supplier Development Administrator at Sourcewell. Participating Agencies decide that themselves for each individual contract.

Question 3:

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What are the required reporting cadence and content for program performance (KPIs, utilization metrics, financial reporting to Sourcewell), and are there standard report templates?

Answer 3:

See Answer 2.

Question 4:

Will Sourcewell require named key personnel and resumes in the proposal? What are the substitution policies and approval process for proposed key team members during the agreement term?

Answer 4:

See the Questionnaire for what Sourcewell is asking for in this RFP response.

Question 5:

Are subcontractors or reseller networks permitted and if so what approval process and transparency is required (disclosure of subcontractors, roles, geographic coverage)?

Answer 5:

They are permitted, details about this are asked in the Questionnaire Tables.

Question 6:

How will change orders or scope changes be handled under master agreements between Sourcewell, the supplier, and Participating Entities? Is there a standard change control process?

Answer 6:

See Master Agreement, Article 2, 2. Product and Price Change Requirements.

Question 7:

Are there required insurance, bonding or financial reporting requirements (e.g., evidence of financial viability) to be submitted with the proposal or prior to award?

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Answer 7:

See the RFP, the Master Agreement, and the Questionnaire Tables.

Question 8:

Does Sourcewell expect supplier-provided branded templates for procurement documents, catalogs, and marketing collateral that will be co-branded for Participating Entities? Are there branding guidelines to follow?

Answer 8:

Marketing Questions are in the Questionnaire Tables.

Question 9:

Will the supplier be required to develop sample catalogs, price index materials or line-item descriptions for approval as part of proposal evaluation or post-award onboarding?

Answer 9:

Pricing is asked for in the Questionnaire Tables and in the documents.

Question 10:

The RFP indicates administrative fees to Sourcewell (normally 1–2%); please confirm the expected percentage for this category and the billing/reconciliation process for that fee.

Answer 10:

An admin fee is proposed in the Questionnaire Tables.

Question 11:

Are Participating Entities required to use the Sourcewell master agreement as-is with only limited exceptions, or is there room for negotiation of specific commercial terms with individual Participating Entities post-award?

Answer 11:

See RFP I. B. Use of Resulting Master Agreements. Participating Entities typically access

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master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

Question 12:

The RFP indicates the master agreement term is four years with optional extensions; what are the renewal decision criteria and any required notice periods for exercising extensions?

Answer 12:

Refer to the Master Agreement in the portal.

Question 13:

How will the award be structured geographically — single national award, multiple regional awards, or multiple suppliers per category/subcategory? Are there likely subcategories that Sourcewell may create post-submission?

Answer 13:

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Question 14:

If the proposal contains multiple subsidiaries or reseller relationships, is a single proposal preferred or will separate affiliated proposals be accepted (the RFP restricts coordinated submissions — please confirm the recommended approach)?

Answer 14:

A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.

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Question 15:

Please define “state,” and how would you like us to show sales volume?

Answer 15:

A state is a state in the United States, a state-wide agreement. List volume in dollars.

Question 16:

Please define “GSA,” and how would you like us to show sales volume?

Answer 16:

General Services Administration. List volume in dollars.

Question 17:

Due to the limited timeframe available for proposal development due to the holidays, would Sourcewell consider extending the submission deadline to allow for a more thorough and complete response?

Answer 17:

With the availability of the Sourcewell Procurement Portal allowing for 24/7 remote access, extensions are not typically approved or deemed necessary.

Question 18:

Is there a character count limit per answer box on the portal?

Answer 18:

This was answered in the Pre-Proposal. Each text box can hold 32,000 characters.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/22/2025, is required at the time of proposal submittal.

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12/23/2025

Addendum No. 7
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a vendor currently holds a contract under IT Managed Service and Staff Augmentation Solutions (RFP #071321), would this present any potential conflict of interest (COI)?

Answer 1:

Proposers may hold an existing Sourcewell contract or participate in other Sourcewell RFPs concurrently with this RFP.

Question 2:

[sic]will this solicitation create conflict for future opportunities providing services for which vendor will be engaged in designing/ evaluating the RFPS.

Answer 2:

Awarded suppliers and Sourcewell participating entities will evaluate an opportunity with an awarded supplier for any issues that arise.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/23/2025, is required at the time of proposal submittal.

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12/24/2025

Addendum No. 8
Solicitation Number: RFP 010626
Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding the estimated master agreement value, the RFP notes an anticipated annual transaction volume of approximately $250 million based on historical usage. Can Sourcewell provide insight into how many master agreements were awarded under comparable past solicitations?

Answer 1:

Master Agreements are with Sourcewell. Participating Agencies can add additional terms and conditions when using a Sourcewell contract. Approximately 53 participating agencies were served under the last master agreement.

Question 2:

Is there a maximum contract value associated with any individual master agreement awarded under this solicitation?

Answer 2:

The RFP refers to an estimated master agreement value; we do not get more granular than that estimate.

Question 3:

The RFP indicates that administrative fees are typically assessed at 1%–2% of

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total quarterly sales, with a flat-fee option applied in certain categories. Can Sourcewell clarify the anticipated administrative fee structure for this solicitation?

Answer 3:

See Addendum 6, Question 10.

Question 4:

Are Participating Entities generally expecting on-site support, or is remote program administration acceptable for the majority of services under this master agreement?

Answer 4:

This is up to the participating entity.

Question 5:

Regarding the public data statute, can Sourcewell direct us to a list of previously/recently awarded contracts for construction contracting?

Answer 5:

This can be found on the Sourcewell website, www.sourcewell-mn.gov, click “explore contracts” on the top, then “browse contracts” to see all of our awarded contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/24/2025, is required at the time of proposal submittal.

County of Monterey

Board Report

Legistar File Number: 26-570

Item No.42

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

June 09, 2026

Introduced: 6/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Item No, 10

Revised Board Report and Resolution added

Item No. 13

Draft Provisions to JPA on 5-11-26 added

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Kofile Technologies, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Preservation and conservation of the County Clerk-Recorder's Index Books

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 354,263.60

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Language Revision to Non-Standard Service Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Chihiro Marie Tabata, Management Analyst
Adress: Monterey County Clerk-Recorder 168 West Alisal St., 1st Fl. Salinas CA 93901
Phone: (831) 759-6607

FOR CONTRACTOR:
Name and Title: Angelique Nasser
Adress: 6300 Cedar Springs Rd. Dallas, TX 75235
Phone: (916) 266-3292

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, County Counsel

By: Signed by: Samuel Briderwell 31B2028C241644B...

County Counsel

Date: 5/19/2026 | 1:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor/Controller

Date: 5/20/2026 | 8:36 AM PDT

Approved as to Liability Provisions Office of the County Counsel-

Risk Management

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

David Bolton, Risk Manager

Date: 5/19/2026 | 5:05 PM PDT

CONTRACTOR

Kofile Technologies, Inc.

Contractor/Business Name*

By: Signed by: Raymond Aschenbach A104DD780DCC4C0...

(Signature of Chair, President, or Vice-President)

Raymond Aschenbach President, CEO

Name and Title

Date: 5/19/2026 | 1:33 PM PDT

By: Signed by: Michael Strachan F2D83D0AA56A495...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Michael Strachan Legal Counsel, Secretary

Name and Title

Date: 5/18/2026 | 12:04 PM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2026 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco, CA 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").

B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.

C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for

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accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is

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provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment)

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if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the state of CALIFORNIA without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

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IN WITNESS WHEREOF, the parties have executed this agreement on the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Assessor-County Clerk-Recorder

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Andrea Valentine
25834C99491E449...
Deputy Auditor/Controller[1]

Dated: 4/30/2026 | 3:41 PM PDT

Approved as to Liability Provisions:

DocuSigned by:
David Bolton
3E7A6EE11DD8446...
Risk Management[2]

Dated: 4/30/2026 | 2:01 PM PDT

Approved as to Form:

Signed by:
Shane Eben Strong
F631FE484254499...
Office of County Counsel[3]

Dated: 4/30/2026 | 1:00 PM PDT

Just Appraised Inc.

By: DocuSigned by:
Imran Khoja
E8413DE2AF004BE...
Signature of Chair, President, or Vice-President

Imran Khoja President
Printed Name and Title

Dated:

By: Signed by:
Meera Kansagra
AD92BA98E2614D8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Meera Kansagra Director of Finance
Printed Name and Title

Dated: 4/30/2026 | 8:37 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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1] Approval by Auditor-Controller is required.
[2] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.
[3] Approval by the Office of the County Counsel is required.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute a retroactive Agreement with SCRAM of California, Inc. for electronic monitoring for Probation clients for a term retroactive to June 1, 2023 through December 31, 2023 for an amount not to exceed $145,655; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 10% ($14,566) of the original Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $160,221.

PASSED AND ADOPTED on this 29th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 29, 2023.

Dated: August 30, 2023
File ID: A 23-404
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

SCRAM of California, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Electronic monitoring program for Probation clients.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 145,655

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Retroactive to June 1, 2023 **to** December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Todd Keating, Chief Probation Officer	Danny Prokosch, VP of Business Development
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	3456 Camino Del Rio North, Suite 100, San Diego, CA 92108
Address	Address
(831) 755-3913/ Fax (831) 759-7246	(925) 597-0340
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas 4DFC1176E799451...
Contracts/Purchasing Officer

Date: 9/1/2023

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...
County Counsel

Date: 8/14/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 8/15/2023

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

SCRAM of California, Inc.
Contractor/Business Name *

By: DocuSigned by: Danny Prokosch 39A533A7BE1D410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Name and Title

Date: 8/7/2023

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Royce McDonald, Chief Operating Officer
Name and Title

Date: 8/7/2023

County Board of Supervisors' Agreement No. _____ approved on _____

*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 paragraphs 8 or 9

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
SCRAM of California, Inc. hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide Electronic Monitoring equipment and program support services for Probation clients under the Electronic Monitoring Program as ordered by the Monterey County Superior Court or as a part of their probation supervision terms.

CONTRACTOR shall provide the following equipment for the clients' use:

- SCRAMGPS®
- SCRAM Continuous Alcohol Monitoring® with RF (SCRAM CAM®)
- SCRAM Remote Breath®
- SCRAM Drug Patch

A.2 ROLES AND RESPONSIBILITIES

CONTRACTOR'S responsibilities shall include the following:

1. Staffing

a. CONTRACTOR shall provide one (1) dedicated staff member, designated as a Client Services Representative (CSR) or Case Manager. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off and amenable to increase staffing if needed to address any population increase.

b. It is CONTRACTOR'S responsibility to provide and maintain selected equipment, including sufficient inventory for multiple County programs with a daily estimated population of up to 90-100 (estimated) being monitored on any given day.

c. Provide 24/7 monitoring center services with real time notification to

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County staff.

d. CONTRACTOR shall provide staff member space to perform client meetings for orientation, troubleshooting and installation.

e. Installation/removal and troubleshooting of equipment and monitoring software.

f. Training of County staff when needed.

2. Equipment

a. CONTRACTOR shall provide at least two electronic devices capable of utilizing CONTRACTOR'S web-based interface to track all clients. The devices will be returned to the CONTRACTOR at the conclusion of the contract. CONTRACTOR is responsible for upgrading/replacing the electronic devices if they become obsolete or incompatible. CONTRACTOR is responsible for replacing the electronic devices if they malfunction. CONTRACTOR shall replace any malfunctioning electronic devices as soon as possible and at minimum within one business day.

b. CONTRACTOR is responsible for providing all electronic monitoring equipment and consumables (including incidental tools and supplies, transmitter straps and clips), and for all maintenance of the equipment, including that resulting from damage, destruction, or loss of equipment by clients. CONTRACTOR shall provide new technology upgrades to equipment under contract as it becomes readily available in the electronic monitoring industry.

c. Ankle Transmitters: Must be FCC certified body-attached devices housing the receiver and transmitter into a single unit. All client equipment must report all information exclusively through the cellular network. Devices must be as small and inconspicuous as possible - dimensions must be consistent in size and weight with the latest industry standards.

d. Transmitters must be attached to clients in such a manner that they cannot be removed. If transmitters are tampered with or removed, transmitters must have a tilt alarm, or other similar system that notifies the organization, in real time, that the unit has been tampered.

e. All devices shall be capable of being attached to the client so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and provide immediate tamper detection and alert reporting.

f. All GPS devices shall be shock resistant, waterproof to at least 15 feet, and

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function reliably under normal atmospheric and environmental conditions. The GPS device casing must be waterproof and must be able to withstand environmental factors.

g. All devices must be capable of tracking indoors and outdoors. Alcohol Monitoring Devices: Must be compatible with transdermal alcohol testing and be FCC compliant.

h. Devices must be body-attached.

i. Devices must be attached to clients in such a manner that they cannot be removed.

j. All efforts to remove the bracelet should be obvious upon visual inspection.

k. All devices shall be shock resistant and function reliably under normal atmospheric and environmental conditions.

l. Devices shall not pose a safety hazard or unduly restrict the activities of the client.

m. All devices must provide alternative location tracking using the cellular network in the absence of GPS at no additional cost.

n. Devices proposing methods of secondary tracking in addition to GPS must specify the timing interval at which the secondary tracking technology is occurring (Example: Secondary tracking via cellular triangulation occurring every thirty (30) minutes) and must also specify how the web based system reflects the secondary tracking versus GPS mapping and whether the two tracking technologies are integrated as part of the mapping or if they require caseworkers to compare two separate indicators such as mapping for GPS with a separate cellular zone for secondary tracking.

o. Additional Criteria:

1) No automatic reset of equipment.
2) Equipment must be equipped with technology that minimizes drift.
3) Equipment must have internal, rechargeable, non-removable battery power.
4) Equipment must provide a low power signal, visual indicator, and vibrating alarm to indicate that the device should be recharged.
5) CONTRACTOR shall provide any replacement power sources for use with the GPS device that fail under normal use.

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3. Equipment Replacement

a. CONTRACTOR shall be responsible for all maintenance of the equipment. County will be responsible for damage, destruction, or loss of equipment by clients and will not require the client(s) to replace or pay for any lost or damaged equipment unless it is determined client is on a self-pay status.

4. Equipment Maintenance

a. CONTRACTOR shall provide any necessary auxiliary equipment (ex., charger, beacon, etc.). Auxiliary equipment that requires installation in client's home will be installed by CONTRACTOR'S staff. In the event the client's equipment is malfunctioning the CONTRACTOR must have replacement equipment available within 24 hours.

b. CONTRACTOR'S staff shall provide equipment inspections on an as-needed basis at the CONTRACTOR'S office or on-site at the Monterey County Probation Department. CONTRACTOR trained staff will perform equipment inspections.

c. CONTRACTOR'S staff must be available at CONTRACTOR'S designated site five days per week during established program hours and provide on-call staff on the weekends and holidays as needed to do the following:

1) Assist with client drop-ins and complete all installations (installations may take place in-custody depending on location of client).
2) Meet with program clients.
3) Resolve malfunctioning equipment issues including testing chargers.
4) Provide training and assistance to staff.
5) Conduct transdermal alcohol testing device downloads.
6) Remove equipment devices upon a client's discharge from the program.

5. Client Monitoring Software

a. CONTRACTOR will provide software capable of real-time monitoring and maintaining of data on approximately up to 90-100 clients (estimated) actively being monitored.

b. Software must be capable of:

1) Maintaining different categories of clients based on County's definitions.
2) Allow CONTRACTOR's staff to enter, store, access and remove necessary client data.
3) Keep current in real time each time a subject is added, changed or terminated.

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4) Have the ability to create, edit and delete scheduling information and stay away zones, including reasons for entry.
5) Send alarms electronically to designated County personnel for any violation in the system of the notifications configured terms of a subject's monitoring program, via text or email.

c. Software must have ability to generate reports, at minimum, as follows:

1) Daily Violations Reports that list the client's name, date, time, and type of violation, including violations of movement and/or curfew restrictions, equipment malfunctions/tampers, battery status and any other problem related to the status of the clients.
2) Daily Charging Reports that list the client's name, date, and detailed charging data.
3) CONTRACTOR'S staff shall perform system administration and configuration of the system.
4) CONTRACTOR will extract data from software and send email notices to Deputy Probation Officers and support staff with real time data entry and status review.
5) CONTRACTOR is responsible for using the latest version of software and maintaining it up to date.

6. Case Management Services

a. CONTRACTOR will monitor all electronic monitoring clients 24-hours a day, 365 days a year.

b. CONTRACTOR will provide one (1) dedicated staff five days per week during established program hours, designated as a Client Services Representative (CSR) or Case Manager, and provide on-call services on the weekends and holidays.

c. Upon receipt of the referral, the CONTRACTOR will provide electronic monitoring/alcohol monitoring equipment, installation, and orientation. Services must be available to start within 24 hours of the referral, except for referrals made on Friday or the day before a designated Holiday. The enrollment and equipment maintenance services may be provided at any mutually agreed upon location.

d. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off.

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e. In the event that CONTRACTOR fails to provide staffing coverage on their planned vacation as agreed, County will deduct $100 per day in which CONTRACTOR'S staff is unavailable to provide services. Pre-trial program contact must notify the Probation Services Manager (PSM) or Probation Division Manager (PDM).

f. CONTRACTOR will conduct contacts with clients as directed by Probation.

g. For youth, CONTRACTOR will conduct contacts and equipment checks as needed if/when there are discrepancies in reading and/or device malfunctioned. If troubleshooting cannot be successfully completed via phone, a visit is needed at the youth's work or home when it occurs.

h. For adults, contacts and equipment checks will be conducted once per month.

i. CONTRACTOR will provide alert monitoring which includes an initial investigation of all alerts to confirm their validity to the extent possible and report the information discovered per the program protocols.

j. CONTRACTOR shall report alerts to assigned Deputy Probation Officer by the next business day, with the exception of critical alerts.

k. Critical alerts designated by the County shall be reported immediately to persons requested by the County. (See Appendix A.)

l. CONTRACTOR shall provide follow up written reports on violations as requested by the County by the next business day.

m. CONTRACTOR will provide court support and testimony for cases requiring technical expertise or compliance verification.

n. CONTRACTOR will provide program statistics, to include but is not limited to, current number of clients in the program, number of violations and follow-up, as designated and requested by the County.

7. Enrollment, Orientation & Installation

a. Client Referrals and Enrollment: CONTRACTOR shall assign a

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Certified Case Manager/SCRAM Agent who will employ a detailed process for receiving and processing clients referred to monitoring, to each client. The Enrollment/Orientation/Installation process shall be conducted within 24 hours during normal business hours from when the CONTRACTOR receive the referral from the County.

b. Orientation: Each client will be oriented of the detailed overview of the program requirements and monitoring technology or testing protocols. All information shall be presented verbally and in writing and is available in both English and Spanish. The Case Manager/SCRAM Agent shall walk client through a detailed Participation Agreement that is customized for the program and the technology being used.

c. Installation. The Installation process shall include a detailed checklist, specific to each program and each technology, to ensure every client is properly enrolled and educated and has a thorough understanding of both program parameters and the technology and has clear contact information for the assigned Case Manager/SCRAM Agent should questions arise. This phase is where all schedules are established, reviewed, and entered into the case management software.

   After Installation, clients shall leave with or are emailed copies of all paperwork that was reviewed and signed during the initial meeting. Contractor will conduct all necessary installations, replacements, repairs, activations, and deinstallations.

   Once the Enrollment/Orientation/Installation meeting is concluded, CONTRACTOR staff shall immediately notify the County of the completion of the process and activation of the equipment via email or any method preferred by the County team.

County (Probation Department) responsibilities shall include the following:

1. Coordinate communication and process improvement between all agencies involved in the Monterey County Electronic Monitoring Program.
2. Provide a dedicated liaison for coordination of this program.

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$145,655** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rate sheet and in accordance with the following terms:

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$80.00**	**$10.45**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$80.00**	**$12.15**
SCRAM Remote Breath	**$80.00**	**$9.00**
SCRAM GPS	**$80.00**	**$9.75**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$80.00**	**$16.50**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$80.00**	**$18.20**
Combination: SCRAM GPS + SCRAM Remote Breath	**$80.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$80.00**	**$7.35**
Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.		
EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*	**COST**	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$420.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

***The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

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B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall submit a monthly invoice to Probation's Finance Division no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.
Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference services and an original hardcopy shall be sent to the following address or via email to 255-probationfinanceap@co.monterey.ca.us:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

There shall be no travel reimbursement allowed during this Agreement.

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.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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APPENDIX A

Guide- Response Notification Types

Electronic Monitoring

1. **Bracelet Strap Open Alert:** Generated when the base station receives the date and time that the bracelet was cut.

2. **Strap Tamper:** The transmitter's strap has been cut or disassembled so that the strap is separate from the case, or the client has attempted to cut, remove or tamper with the strap, or the transmitter has corroded connection points.

Global Positioning Systems (GPS)

1. **Strap and Backplate Tamper combined:** Strap Tamper occurs when the client attempts to cut, remove or tamper with the strap attached to the device. Backplate tamper occurs if the client attempts to remove/disassemble the device by removing the backplate from the tracking unit.

2. **Strap Tamper:** The fiber-optic circuit inside the strap of a SCRAM GPS® tracking unit is open, resulting in a tamper alert.

3. **Case Tamper:** The tracking unit's case was opened because it was tampered with or the battery was replaced.

4. **Exclusion Zone Alert:** Occurs when a client is in violation of his schedule by entering a user defined zone that is prohibited. A client entered a forbidden zone and has been in that zone longer than the grace period if one is in effect.

Alcohol Monitoring

1. **Alcohol Detected Alert:** Generated when the bracelet generates three consecutive readings above .020 with at least one of those readings above the agency threshold, which indicates that the client has consumed alcohol.

2. **Potential Tamper Alert:** Generated when there is an unacceptable change in IR voltage from the previous readings, which indicates that the client has inserted something under the bracelet in order to inhibit the testing of alcohol.

3. **Potential Removal Alert:** Generated when the client cuts the strap or removes the bracelet without damaging the strap.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
4622 Pennsylvania Avenue
Suite 920
Kansas City MO 64112

CONTACT NAME: Kylee Cundiff
PHONE (A/C, No, Ext): 816-325-0818 **FAX (A/C, No):** 816-218-0818
E-MAIL ADDRESS: kylee_cundiff@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : American Automobile Insurance Company	21849
INSURER C : Lloyd's Syndicate 2623	
INSURER D : Coalition Insurance Solutions, Inc.	
INSURER E : SiriusPoint Specialty Insurance Corporation	16820
INSURER F :	

INSURED SCRAOFC-01
SCRAM of California, Inc.
555 West Beech Street, Suite 400
San Diego CA 92101

COVERAGES **CERTIFICATE NUMBER:** 229348187 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		CA000036360-04	10/20/2022	9/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		SCV011378-22-01	10/20/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			TSX-000218-22	10/20/2022	9/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C D	Professional Liability Cyber Liability			W2910C210301 C-4LRK-040778-CYBER-2022	10/20/2022 10/20/2022	9/1/2023 9/1/2023	Limit - Per Claim Retention Cyber Limit/Retention	$5,000,000 $100,000 $1,000,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey, its Officers, Agents, and Employees are included as Additional Insured as respects General Liability and Auto liability as required by written contract.

CERTIFICATE HOLDER

Monterey County
20 East Alisal Street, 2nd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2541779

DATE (MM/DD/YYYY): 10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURED **SCRAM of California, Inc.** **555 W BEECH ST STE 400** **SAN DIEGO, CA 92101-2984**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ace American Insurance Co. — 22667 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C51530962	10/1/2022	10/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SCRAM OF CALIFORNIA, INC.
555 W BEECH ST STE 400
SAN DIEGO, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Policy Number: CA000036360-04 **CG 20 11 12 19**

Issued Date: 05/04/2023 Effective Date: 04/26/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

California Premium:	$250.00
Non-Taxable Fees:	N/A
Taxable Fees:	N/A
Surplus Lines Tax:	$7.50
Stamping Fee:	$0.63

SCHEDULE

Designation Of Premises (Part Leased To You): All premises leased to you and covered by this insurance.
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.
Additional Premium: **$** 250.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 1 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $160,221.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

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County shall pay an amount not to exceed **$160,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 1/5/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4A2C8A4E3...
Auditor/Controller

Date: 1/5/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Anne K. Brereton 07025F3AA36B4A4...

Date: 1/4/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: Danny Prokosch 4A2C8A4E3...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 12/27/2023

By: DocuSigned by: Royce McDonald 4A2C8A4E3...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: 12/29/2023

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556 ; Amendment No.: 2
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Amendment No. 2 to Agreement No. A-16556 with SCRAM of California, Inc. for electronic monitoring for Probation clients where the amendment increases the Agreement's amount by $140,000 for an amount not to exceed $300,221 with no change to the existing term of June 1, 2023 through June 30, 2024; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 15% ($45,033) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $345,254.

PASSED AND ADOPTED on this 12th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 12, 2024.

Dated: March 19, 2024
File ID: A 24-080
Agenda Item No.: 50

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 2 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, County has a continued need for services; and

WHEREAS, the Parties have negotiated a revised Fee Schedule effective March 1, 2024, attached hereto as Attachment A – Fee Schedule; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $300,221.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

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County shall pay an amount not to exceed **$300,221** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Replace the Fee Schedule under Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" with the revised Fee Schedule attached hereto as "Attachment A – Fee Schedule, Effective March 1, 2024."

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: 691ABA01-B0CA-424B-83CF-432F2A73BFF8

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B744937AA0D41B...
Contracts/Purchasing Officer

Date: 3/19/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz F79EE64E5745ff6...
Auditor/Controller

Date: 2/29/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne K. Brereton 07935F3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 2/28/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: Danny Prokosch 39A533A7BE1C410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 2/28/2024

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, Chief Operation Officer
Print Name and Title

Date: 2/28/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

DocuSign Envelope ID: 691ABA01-B0CA-424B-83CF-432F2A73BFF8

ATTACHMENT A – FEE SCHEDULE
Effective March 1, 2024

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$65.00**	**$9.73**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.43**
SCRAM Remote Breath	**$65.00**	**$8.50**
SCRAM GPS	**$65.00**	**$7.95**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.65**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.35**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.35**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

***The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

SCRAM of California, Inc.
Term: June 1, 2023 – June 30, 2024
Not to Exceed: $300,221

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16556 ; Amendment No.: 3
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Renewal and Retroactive Amendment No. 3 to Agreement No. A-16556 with SCRAM of California, Inc. to provide electronic monitoring products and services for Probation clients, to renew and extend the expiration date of June 30, 2024 for one (1) additional year, for a revised term of June 1, 2023 through June 30, 2025, and to increase the Agreement's amount by $200,500 for a revised total Agreement amount not to exceed $500,721; and
b. Authorize the Contracts/Purchasing Officer or their designee to execute future amendments to the Agreement where the total amendments do not exceed 15% ($75,108) of the Agreement amount and do not significantly change the scope of services, for a not to exceed maximum amount of $575,829.

PASSED AND ADOPTED on this 16th day of July 2024, by roll call vote:

AYES: Supervisors Church, Lopez, and Adams
NOES: None
ABSENT: Supervisors Alejo & Askew

Motion passed 3 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 16, 2024.

Dated: July 16, 2024
File ID: A 24-361
Agenda Item No.: 23

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

RENEWAL AND AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS RENEWAL AND AMENDMENT NO. 3 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Parties have negotiated a revised tiered rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET device and the Parties wish to update this rate effective July 1, 2024; and

WHEREAS, the Agreement expired on June 30, 2024 and the County has a continued need for services; and

WHEREAS, the Parties wish to renew the Agreement on similar terms retroactive to July 1, 2024 and increase funding to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the rate schedule, extend the term of the Agreement for one (1) additional year through June 30, 2025, and to increase the Agreement's amount by $200,500 for a total not to exceed amount of $500,721 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 3.

NOW THEREFORE, the Parties agree to retroactively amend the Agreement as follows:

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $500,721.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$500,721** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A – Fee Schedule, Effective March 1, 2024" with the revised fee schedule attached hereto as "Attachment A-1 – 1 Fee Schedule, Effective July 1, 2024."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30E2300D718745F...
Contracts/Purchasing Officer

Date: 7/18/2024

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz 57[illegible]
Auditor/Controller

Date: 7/15/2024

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: 8702[illegible]
Anne K. Brereton
Deputy County Counsel

Date: 7/14/2024

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: DocuSigned by: [illegible]
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 7/5/2024

By: DocuSigned by: Jeremy Moore 8983A1308A0E493...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Jeremy Moore, Chief Executive Officer
Print Name and Title

Date: 7/8/2024

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: 93512AF8-0AB4-40B9-A861-5DF280300145

ATTACHMENT A-1 – FEE SCHEDULE
Effective July 1, 2024

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (1-75)*	**$65.00**	**$9.73**
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (76+)*	**$65.00**	**$9.58**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.43**
SCRAM Remote Breath	**$65.00**	**$8.50**
SCRAM GPS	**$65.00**	**$7.95**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.65**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.35**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.00**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.35**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

**For tiered CAM Pricing, 1-75 and 76+ tiers represent the total actively monitored CAM clients averaged in the month.*

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

AMENDMENT NO. 4
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 4 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024 (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500 for a total not to exceed amount of $500,721; and

WHEREAS, County has a continued need for services; and

WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there has been an increase in the use of CONTRACTOR'S services; and

WHEREAS, the CONTRACTOR'S Fee Schedule requires and update effective July 1, 2025; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, and to increase the Agreement's amount by $409,640 for a total not to exceed amount of $910,361 to allow

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 4.

NOW THEREFORE, the Parties agree to retroactively amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $910,361.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from June 1, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$910,361** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A-1 Fee Schedule, Effective July 1, 2024" with the revised fee schedule attached hereto as "Attachment A-2 Fee Schedule, Effective July 1, 2025."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F2300D718745F...
Contracts/Purchasing Officer

Date: 3/19/2025

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4E7E8878754 54AE...
Auditor/Controller

Date: 3/11/2025

Approved as to Liability Provisions:

By:
Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: Signed by: Anne K. Brereton 07025E3AA36B4A4...
Anne K. Brereton
Deputy County Counsel

Date: 3/10/2025

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: Danny Prokosch 39A533A7BE1B4F0...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 3/10/2025

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, VP SCRAM Services
Print Name and Title

Date: 3/10/2025

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

Docusign Envelope ID: E7CF5830-53DD-400F-BECF-A51DF74E895B

ATTACHMENT A-2 – FEE SCHEDULE
Effective July 1, 2025

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (1-75)*	**$65.00**	**$9.92**
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge (76+)*	**$65.00**	**$9.77**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.66**
SCRAM Remote Breath	**$65.00**	**$8.67**
SCRAM GPS	**$65.00**	**$8.11**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.96**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.70**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.28**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.50**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

**For tiered CAM Pricing, 1-75 and 76+ tiers represent the total actively monitored CAM clients averaged in the month.*

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

Docusign Envelope ID: 2D87603E-922A-4399-8F39-5AD73F8635E4

AMENDMENT NO. 5
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 5 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with the County on September 1, 2023 with a retroactive start date of June 1, 2023, (hereinafter, "Agreement") to provide an electronic monitoring program for Probation clients (hereinafter, "services") through December 31, 2023, for an amount not to exceed $145,655; and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024 and to increase the Agreement's amount by $14,566 for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000 for a total not to exceed amount of $300,221 with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024 (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500 for a total not to exceed amount of $500,721; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, "Amendment No. 4") to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, and to increase the Agreement's amount by $409,640 for a total not to exceed amount of $910,361; and

WHEREAS, County has a continued need for services; and

WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR'S services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

Docusign Envelope ID: 2D87603E-922A-4399-8F39-5AD73F8635E4

WHEREAS, the Parties wish to further amend the Agreement to increase the Agreement's amount by $136,554 for a total not to exceed amount of $1,046,915 with no change to the existing term ending June 30, 2026 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 5.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $1,046,915.

2. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$1,046,915** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

4. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Docusign Envelope ID: 2D87603E-922A-4399-8F39-5AD73F8635E4

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Signed by: Tom Skinner 30F2300D718745F...

Chief Contracts & Purchasing Officer

Date: 4/14/2026

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E78EF04E57454F6...

Auditor/Controller

Date: 4/14/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 07025F3AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 4/13/2026

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: Danny Prokosch 39A533A7BE1D410...

(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 4/13/2026

By: DocuSigned by: Royce McDonald 95E25E2E4D57421...

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

Royce McDonald, General Manager
Print Name and Title

Date: 4/13/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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AMENDMENT NO. 6
TO STANDARD AGREEMENT A-16556
BETWEEN COUNTY OF MONTEREY AND
SCRAM OF CALIFORNIA, INC.

THIS AMENDMENT NO. 6 to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **SCRAM of California, Inc.** (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-16556 with t a term retroactive to June 1, 2023, through December 31, 2023, (hereinafter, "Agreement"), for an amount not to exceed $145,655, to provide an electronic monitoring program for Probation clients (hereinafter, "services"); and

WHEREAS, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, "Amendment No. 1") to extend the term for six (6) additional months through June 30, 2024, for an aggregate term of June 1, 2023 through June 30, 2024,and to increase the Agreement's amount by $14,566, for a total not to exceed amount of $160,221; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, "Amendment No. 2") to update the Contractor's Fee Schedule and to increase the Agreement's amount by $140,000, for a total not to exceed amount of $300,221, with no change to the existing term date ending June 30, 2024; and

WHEREAS, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024, back to July 1, 2024, (hereinafter, "Renewal and Amendment No. 3") to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor's Fee Schedule, and to increase the Agreement's not to exceed amount by $200,500, for a total not to exceed amount of $500,721; and

WHEREAS, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, "Amendment No. 4") to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, for an aggregate term of June 1, 2023 through June 30, 2026, and to increase the Agreement's amount by $409,640, for a total not to exceed amount of $910,361; and

WHEREAS, the Agreement was amended by the Parties on April 14, 2026 (hereinafter, "Amendment No. 5") to increase the Agreement's amount by $136,554 for a total not to exceed amount of $1,046,915; and

WHEREAS, County has a continued need for services; and

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WHEREAS, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR'S services; and

WHEREAS, the Parties have negotiated a set rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET product and the CONTRACTOR'S Fee Schedule requires an update effective June 1, 2026; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the CONTRACTOR'S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2027, for an aggregate term of June 1, 2023 through June 30, 2027, and to increase the Agreement's amount by $744,580, for a total not to exceed amount of $1,791,495, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 6.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $1,791,495.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:
   The term of this Agreement is from June 1, 2023 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 "Compensation/Payment" of "Exhibit A – Scope of Services/Payment Provisions" to read as follows:

   County shall pay an amount not to exceed **$1,791,495** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace "Attachment A-2 Fee Schedule, Effective July 1, 2025" with the revised fee schedule attached hereto as "Attachment A-3 Fee Schedule, Effective June1, 2026."

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

Chief Contracts & Purchasing Officer

Date:

Approved as to Fiscal Provisions:

By: DocuSigned by: Ma Mon 2617DD077D63495...

Auditor/Controller

Date: 5/26/2026

Approved as to Liability Provisions:

By:

Risk Management**

Date:

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Anne K. Brereton 07025F9AA36B4A4...

Anne K. Brereton
Deputy County Counsel

Date: 5/21/2026

CONTRACTOR

SCRAM of California, Inc.
Contractor's Business Name*

By: Signed by: 39A533A7BE1D410...
(Signature of Chair, President, or Vice-President)

Danny Prokosch, VP Business Development
Print Name and Title

Date: 5/20/2026

By: DocuSigned by: Royce McDonald 95E25E254D57421...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Royce McDonald, General Manager
Print Name and Title

Date: 5/20/2026

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

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ATTACHMENT A-3 – FEE SCHEDULE
Effective June 1, 2026

PRODUCT	Installation Fee (one-time)	Daily Rate with Installation
SCRAM Continuous Alcohol Monitoring + ETHERNET Optional RF at no additional charge	**$65.00**	**$9.77**
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION Optional RF at no additional charge	**$65.00**	**$11.66**
SCRAM Remote Breath	**$65.00**	**$8.67**
SCRAM GPS	**$65.00**	**$8.11**
SCRAM Ally (with GPS)		**$1.00**
Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS	**$65.00**	**$15.96**
Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS	**$65.00**	**$17.70**
Combination: SCRAM GPS + SCRAM Remote Breath	**$65.00**	**$14.28**
Additional Product Offerings		
24/7 Transdermal Drug Patch	**$65.00**	**$7.50**

Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)**	COST	
SCRAM Continuous Alcohol Monitoring - DEVICE	**$1,000.00**	
SCRAM Base Station - DEVICE	**$400.00**	
SCRAM WIFI/Wireless Base Station - DEVICE	**$585.00**	
SCRAM Remote Breath - DEVICE	**$800.00**	
SCRAM GPS - DEVICE	**$585.00**	

****The lost and damaged % is based on the average active participant amount.**

CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.

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AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PMAM**") and the County of Monterey, State of California (the "**County**") to be effective upon the date of execution of this Agreement by the County Manager or the County's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the County desires to engage the services of PMAM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the County's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1
Scope of Services

1.1 The parties agree that PMAM shall perform the Services in accordance with the terms and conditions of the County's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits**,** which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2
Terms of Agreement

2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which PMAM commences billing for its Services to the County hereunder following the installation of the False Alarm Management Program.

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2.2 PMAM shall receive compensation, including authorized reimbursements including reimbursement for any County fees paid by PMAM to the County to permit PMAM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model.

2.3 At any time during the term of this Agreement, the County may request that PMAM perform Special Services for additional compensation to be agreed upon by the County and PMAM prior to the performance of any Special Services by PMAM. As used herein, Special Services means any work which is determined by the County to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PMAM agrees to perform. If the County and PMAM reach an agreement on the performance of Special Services, PMAM shall undertake such Special Services after receiving the authorization from the County.

2.4 The County acknowledges and agrees that PMAM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PMAM and the other government agency may be negotiated between PMAM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PMAM, and other agency requirements. PMAM acknowledges and agrees that the County shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PMAM and such other government agency.

Article 3
PMAM's Responsibilities

3.1 Subject to the limitations hereinafter set forth, PMAM agrees to and shall defend, indemnify and hold harmless the County, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PMAM, or any subcontractor of PMAM. Lack of insurance coverage does not negate PMAM's obligation under this paragraph of this Agreement.

3.2 At all times during the term of this Agreement, PMAM shall be an independent contractor and shall not be an employee of the County. The County shall have the right to control Contactor only insofar as the results of PMAM's services rendered pursuant to this Agreement. The County shall not have the right to control the means by which PMAM accomplishes services rendered pursuant to this Agreement.

3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PMAM be liable for damages or losses attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the Maximum Indemnification Amount. The Maximum Indemnification Amount shall be equal to the sum of: (i) any insurance proceeds actually received by PMAM, or paid by PMAM's insurance carrier to the County, with respect to the claim for indemnification by the County hereunder, and (ii) the amount of fees actually retained by PMAM under this Agreement as its fee during the six (6) months immediately preceding the act Notwithstanding the preceding, the limitations on the

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indemnification or other obligations of PMAM set forth in this Section shall not apply to the obligation of PMAM to pay the County its share of the collected revenues as set forth in this Agreement.

3.4 Notwithstanding any other obligation of PMAM hereunder, in no event shall PMAM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PMAM had any knowledge that such damages might be incurred.

3.5 If PMAM is required to indemnify the County hereunder, PMAM may assume the defense of the County with counsel reasonably acceptable to the County at the expense of PMAM. In addition, the County may engage its own counsel to participate in any defense in any such proceeding at the County's expense.

Article 4
The County's Responsibility

4.1 The County shall cooperate with and assist PMAM by, among other things, making available, as reasonably requested by PMAM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PMAM to carry out its obligation under this agreement.

Article 5
Insurance Requirements

5.1 At the current time, PMAM does not maintain any offices in the State in which the County is located, nor does PMAM maintain any employees in such State. All Services required to be performed by PMAM hereunder shall be performed by PMAM at its offices in the State of Texas or elsewhere outside the State in which the County is located. PMAM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PMAM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the County, nor shall PMAM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PMAM, at PMAM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

5.1.1 Comprehensive or Commercial General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the County.

5.1.2 Automobile Liability: $2,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

5.1.3 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $1,000,000 for each accident, $1,000,000 policy limit- Disease. The insurer shall

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agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from the activities under this Agreement.

5. 2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

5.3 The County shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PMAM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The County, at its sole option, may terminate this Agreement.

5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the County, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the County not later than ten (10) days following cancellation.

5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the County's Purchasing Department.

Article 6
Termination of Agreement

6.1 Grounds for Termination

6.1.1 The County shall inform PMAM in writing, if PMAM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PMAM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PMAM fail to remedy the problem within ninety (90) days, the County may terminate this Agreement.

6.1.2 In addition to any right of termination granted to the County pursuant to the provisions of Section 6.1.1 hereof, the County may terminate this Agreement without cause at any time **after** the first anniversary of the Contract Implementation Date upon thirty (30) days written notice to PMAM, subject to its obligations set forth in Section 6.2 hereof.

6.1.3 In addition, the County may terminate this Agreement without cause at any time **prior** to the first anniversary of the Contract Implementation Date (i) upon thirty (30) days written notice to PMAM (ii) the payment of an early termination fee of $10,000, which fee PMAM may deduct and offset against the next monthly payment or payments due the County from the revenues collected by PMAM on behalf of the County hereunder as liquidated damages and not as a penalty. The parties acknowledge that the actual damages that PMAM would incur as a result of the early termination of this Agreement by the County without cause are uncertain and difficult to accurately estimate because of the parties' inability to predict the number of future permit holders, the fees or fines charged by the County for violation of its alarm ordinances, any other changes in the

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County's alarm ordinances that could impact the revenues collected by PMAM hereunder on behalf of the County, and other relevant factors. Accordingly, the parties agree that the foregoing Termination Fee is a reasonable and appropriate estimate of actual damages and shall be deemed liquidated damages and not a penalty. . In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of $10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

6.1.4 PMAM's Fee Schedule and pricing for any and all Services to be provided by PMAM to the County under this Agreement have been set, established and agreed to be based upon the current provisions of applicable County ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce or eliminate the applicable fee, fines and charges, such reduction or elimination shall be effective prospectively only and not retroactively so that the fee earned by PMAM for services provided prior to such modification of the alarm ordinance shall not be affected and the County shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. In addition, if the change in the County ordinances relating to alarms would reduce or eliminate the fee, fines, and charges previously in effect, PMAM reserves the express right to enter into good faith negotiations with the County to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PMAM to the County of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PMAM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PMAM under this Agreement. PMAM shall be paid all fees and costs due and owing PMAM as of the date of said termination. In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of $10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

6.1.5 PMAM may terminate this Agreement upon written notice to the County if the County misuses or attempts to appropriate the proprietary software of PMAM used in connection with its False Alarm Management Program (the "**PMAM Proprietary Software**").

6.1.6 PMAM may terminate this Agreement without cause at any time after the first anniversary of the Contract Implementation Date upon ninety (90) days written notice to the County.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the County may require PMAM to provide all finished and/or unfinished data and other information of any kind possessed by PMAM in connection with the performance of Services under this Agreement. PMAM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, upon termination of this Agreement:

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6.2.1a All data relating to alarm permits shall be owned by the County. Upon termination of this Agreement, PMAM shall promptly deliver to the County all data in MS-SQL format.

6.2.1b. PMAM retains all rights and title to the PMAM Proprietary Software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The County does not acquire any ownership rights to PMAM Proprietary Software. PMAM Proprietary Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

6.2.1c. PMAM Proprietary Software is considered loaned to the County during the duration of this Agreement as laid out in this Agreement and the County will not have any access to the PMAM Proprietary Software after the conclusion of the Agreement.

6.2.1d. The County shall pay PMAM all fees and costs due and owing PMAM as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7
Confidentiality of Information

7.1 At all times, PMAM shall recognize the County's sole and exclusive ownership of all information provided by the County, and the sole and exclusive right and jurisdiction of the County to control the use of this information. Similarly, the County recognizes that the PMAM Proprietary Software is owned by PMAM, and the County has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **County shall promptly inform PMAM if County receives a public records request for information designated by PMAM as confidential so as to provide PMAM an opportunity to object.**

7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner’s rights and the confidentiality of the information.

7.4 PMAM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the County and its authorized designee.

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Article 8
General Provisions

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PMAM may assign this Agreement to its successor without consent by the County by giving written notice to the County. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of California; and venue for any action concerning this Agreement shall be in Monterey County, California.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

County of Monterey: Monterey County Sheriff's Office
Attn: Finance Manager
1414 Natividad Road
Salinas, CA 93906

PMAM: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final execution date.

County of Monterey_____

By: _____

Name: _____,

Title: Chief Contracts & Procurement Officer_

PMAM Corporation

By: DocuSigned by: PANKAJ KUMAR 5/6/2026 | 1:29 PM PDT
3416D80AF70A491...

PANKAJ KUMAR,
Chief Executive Officer

Attest:

By: Signed by: Michael Whilden 5/6/2026 | 3:26 PM PDT
2C6F38174D4940D...

Name: Michael Whilden

Title: _County Counsel_____

By: DocuSigned by: James McReynolds 5/6/2026 | 12:49 PM PDT
50822D925414431...

Name: _James McReynolds_____

Title: ___Director of Sales_____

By: Signed by: Patricia Ruiz 5/12/2026 | 8:00 AM PDT
051040167FE049E...

Name: Patricia Ruiz

Title: _Auditor-Controller_____

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Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PMAM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PMAM shall accurately convert all pertinent data downloaded from the County's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PMAM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
    a. Alarm permits
    b. Permit Holders
    c. Permit Holders with outstanding charges
    d. Non-permitted locations with outstanding charges
    e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the County
4. Performance of all the billing in accordance with the County's alarm ordinance, as may be amended from time to time by the County
5. Generation of the following reports including but not limited to:
    a. New alarm permits issued and fees collected
    b. Annual permit renewals billed and fees collected
    c. Permits inactivated or revoked and reason for inactivation or revocation
    d. Permits reinstated and reason for reinstatement
    e. Number of false burglar alarms
    f. Number of false burglar alarms billed and fees collected
    g. Number of false robbery alarms
    h. Number of false robbery alarms billed and fees collected
    i. Number of reinstatement fees billed and fees collected
    j. False burglary and/or robbery alarms for permit owners
    k. False burglary and/or robbery alarms for non-permitted owners
    l. Suspension or revocation Report for permit holders as per ordinance, if applicable

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6. System functionality to capture the following information:
    a. Permit number
    b. Permit issue date
    c. Permit expiration date
    d. Permit type (residential / commercial)
    e. Name of business or residential permit holder
    f. Site
        1) Street address and zip code of property
        2) Type of property (residential / commercial)
        3) Telephone numbers
        4) Contact persons (minimum of 2) and phone number(s)
        5) Type of alarm system installed (burglary, panic, robbery)
    g. Billing
        1) Name
        2) Full mailing address (includes zip code)
        3) Contact person and phone number(s)
    h. Permit Holder Responsible for Alarm
        1) Name
        2) Complete mailing address
        3) Phone numbers
    i. Name and telephone number of alarm monitoring company
    j. Name and telephone number of company that installed the alarm system
    k. Special Medical Concerns
    l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
        1) Permit number (or non-permitted identifier)
        2) Name of permit holder
        3) Location of permit holder
        4) Permit status
        5) Expiration date
        6) Last false alarm incident date and time
        7) Alarm type (i.e., burglar, panic, etc.)
        8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
        1) Incident number
        2) Priority
        3) Call code
        4) Disposition

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5) Date
6) Time:
    (a) Received
    (b) Dispatched
    (c) Arrived
    (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned

Collection requirements and provisions:

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the County Alarm Program Administration and Collection Service. PMAM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PMAM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the County.
4. Bills will be due in timelines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PMAM to apply to Account Receivable system (A/R) to be maintained by PMAM.
6. PMAM will develop an A/R file, which the County will have access to review at any time.
7. System functionality for the County to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the County and to provide on-line information to PMAM regarding such payments so that PMAM can maintain A/R file.
8. PMAM shall provide and maintain a system that enables customers to make **online payments only** through the PMAM platform. All mail-in and walk-in payments shall be directed to, received by, and processed solely by the County Sheriff's Office at the location designated by the County. PMAM shall not receive, handle or process any physical payments. PMAM's system shall provide real-time reporting to the County for all online payments to maintain accurate accounts receivable records.
9. All payments made by mail will be directed to the County Sheriff's Office at the location designated by the County. PMAM shall **not** receive, manage or process any mailed payments or walk in payments. PMAM's responsibilities are limited to processing online payments only and updating accounts receivable records upon receiving payment information from the County.

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10. PMAM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.

11. PMAM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PMAM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PMAM with the prior written consent of the County or its designee, or (ii) the County or its designee or agent upon written notice to PMAM.

Processing:

PMAM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PMAM's Obligation:

In addition to the above, PMAM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.

2. Supply the County with an interface document describing the type, size, location, and medium of transfer from the County RMS.

3. Defer to the County regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the County regarding a specified alarm call.

4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PMAM shall provide training for the County and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PMAM shall coordinate with the County's Finance Department, Information Services and the County Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PMAM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PMAM will make best efforts to restore service within seventy-two (72) hours

3. PMAM under this Agreement shall establish and provide public education, awareness and information regarding the County's Alarm Management Program.

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County Licensing Fees

1. The County acknowledges and agrees that PMAM shall be exempt from any applicable County license fees in performing its services hereunder.

(Continued on Next page)

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Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. PMAM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the County for the total of the actual revenues generated and collected for the County during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarms violation fee above a mandated limit;
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees
e. Other charges imposed by the County in relation to the County's
f. Alarm Program Management and Collection Services (except for criminal penalties).

County of Monterey_____	**PMAM Corporation**
80%	**20%**

The County and PMAM shall share the revenue generated from fees, fines, and penalties as described above; provided that all mailing fees incurred in connection with the Services rendered under this Agreement by PMAM shall be paid by the program before the foregoing split of fees.
PMAM is **not authorized** to open or maintain a P.O. Box and bank account on the County's behalf.

In addition, in the event PMAM submits an invoice or other statement to a permit holder for an amount payable to the County and such invoice or other statement is not paid or otherwise discharged within 120 days after the date the initial invoice or statement was mailed or otherwise submitted to such permit holder, the County shall pay PMAM an administration fee of Seven Dollars ($7.00) for each such invoice or other statement that has not been paid or otherwise discharged within said 120 day period in order to offset, in part, the costs and expenses incurred by PMAM in preparing sending and administering such invoices or statements.

PMAM reserves the right to renegotiate this pricing should the County change the fee schedule for the false alarm ordinance.

In recognition of the fact that PMAM's Services under the Agreement and the expenses incurred by PMAM in performing such Services are incurred in advance of PMAM receiving a percentage of the fees collected under this Agreement and that the County shall have the benefit of such work as may have been

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completed up to the time of such termination, County agrees to continue to pay PMAM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PMAM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PMAM and the County in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PMAM in accordance with the terms of this Agreement.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Wayfinder Family Services,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

family finding and engagement services to foster/probation youth referred by the COUNTY and to provided kinship support services to relative or kin resource parents who are caring for the youth in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 724,064.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Carol Ramirez
Name
Executive Vice President
Title
5300 Angeles Vista Blvd., Los Angeles, CA 90043
Address
(916) 923-5444
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brenton A46091E5DE63480...
County Counsel
Date: 5/20/2026 | 4:25 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller
Date: 5/21/2026 | 2:40 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Wayfinder Family Services
Contractor/Business Name*
By: Signed by: Carol Ramirez 3007E0B21822469...
(Signature of Chair, President, or Vice-President)
Caro Ramirez VP and Chief Program Officer
Name and Title
Date: 5/15/2026 | 3:03 PM PDT
By: Signed by: 9F745089945 74F4...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Fernando Almodovar, CFO
Name and Title
Date: 5/20/2026 | 7:48 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Wayfinder Family Services

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF WORK/PAYMENT PROVISIONS

WAYFINDER FAMILY SERVICES
FAMILY FINDING AND ENGAGEMENT/KINSHIP SUPPORT SERVICES PROGRAM

A. TOTAL FUNDING: $724,064 — KSSP, EFFES (CFL 22/23-49), Fraud Recovery Incentives (CFL 24/25-62), Home-Based Flexible Family Supports (CFL 24/25-32), CWS

B. CONTRACT TERM: July 1, 2026 – June 30,2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Chelsea Chacon, Management Analyst III
713 La Guardia Street, Salinas, CA 93905
Phone: (831) 755-8596
chaconc@countyofmonterey.gov

Contractor Information:
Wayfinder Family Services
Carol Ramirez, LCSW, Executive Vice President
5300 Angeles Vista Blvd., Los Angeles, CA 90043
Phone: (916) 923-5444
CRamirez@wayfinderfamily.org

Location of Services:
Family Finding and Engagement/Kinship Support Services
1020 Merrill Street, Suite 2005, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: WGMLL7R23KB9
Date County Awarded Funding: March 12, 2025
ALN and Dollar Amount: 93.558, $50,000
Federal Award Description: California Work Opportunity and Responsibility to Kids Fraud Recovery Incentives Allocation
Research and Development: No
Indirect Cost Rate: 15%

E. BACKGROUND:

The Wayfinder Family Services Family Finding and Engagement Program is designed to help create lifelong connections and appropriate placement options for every youth served. In alignment with that, Wayfinder Family Services' core philosophy is developing a lifelong support network for every youth that includes deep and meaningful relationships. At the close of family finding, there is a complete picture of who the youth's extended family is, and a family genogram/tree as well as a relative contact log to document information gathered about the child's family and extended network.

Wayfinder's Kinship Support Services Program is a kinship navigation service that supports grandparents, extended family members or close family friends who step up and fill an

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important gap for children in Monterey County so they avoid the trauma of separation from their birth family, enabling them to heal and thrive. The program supports kinship families on their journey. Wayfinder's philosophy is that children should have every opportunity to be raised within their family of origin and/or with people with whom they share a connection.

The purpose of this agreement between the County of Monterey Department of Social Services and the Probation Department (hereinafter "COUNTY") and Wayfinder Family Services (hereinafter "CONTRACTOR) is to provide family finding and engagement services to foster/probation youth referred by the COUNTY and to provide kinship support services to relative or kin resource parents who are caring for youth in Monterey County.

F. DESCRIPTION OF FAMILY FINDING AND ENGAGEMENT SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Target Population

F.1.1 Youth who are either dependents of the juvenile court system or who are on juvenile probation, referred by the COUNTY and who could benefit from extensive family finding and engagement services. Family-finding staff can serve 7-9 youth at a time with an estimated service timeline of 6-8 months.

F.2 Family Finding Approach and Model

F.2.1 CONTRACTOR's Family Finding and Engagement program model aligns with Kevin Campbell's up-front family finding approach and includes his six steps to Family Finding: Discovery, Engagement, Planning, Decision Making, Evaluation, and Follow Up.

F.2.2 CONTRACTOR conducts family finding with urgency and is a family-driven process.

F.2.3 CONTRACTOR's approach to family finding incorporates components from Safety Organized Practice (SOP) in which the engagement with identified family members and non-related extended family members (NREFMs) is safety-focused and child/family centered/driven. This allows for deeper, more genuine engagement in addition to re-establishing family members as a natural and integral part of the ongoing planning process for young people.

F.2.4 Family finding and engagement services will be embedded within the CONTRACTOR's continuum of support available to relatives and the youth in their care through Kinship Support Services.

F.2.5 Family finders develop primary and alternative permanency options, working collaboratively with family members and child welfare to establish a realistic, safe, and sustainable path to permanency.

F.2.6 CONTRACTOR will work closely with child welfare staff to deliver strength-based, trauma-informed, and youth and family-centered family finding services.

F.3 CONTRACTOR Responsibilities for Family and Engagement Services

F.3.1 Utilize Kevin Campbell's Family Search and Engagement model and other applicable tools to conduct intensive searches for family members and near-family, both in and out of state, for youth in care.

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F.3.2 Identify relatives and other supportive adults estranged from or unknown to the child, especially those willing or wanting to become permanent connections for the youth.

F.3.3 Facilitate relationships between the youth and family or friends to develop trusting, strong, and safe relationships to promote permanency in close collaboration with county staff.

F.3.4 Assess family members' interests and willingness to become involved with youth in care.

F.3.5 Participate in Child and Family Team (CFT) meetings: Collaborate with child welfare staff and families to develop and implement permanency plans that ensure the family can meet the needs of the youth and are realistic, sustainable, and safe.

F.3.6 Develop and maintain connection with the youth and family to help facilitate long-lasting relationships, which may lead to placement and facilitate permanency, including completion of cooperative adoptions for youth when appropriate.

F.3.7 Refer youth and families to supportive services as needed.

F.3.8 Complete a relative contact log and family tree for every youth and provide a copy to county staff.

F.3.9 Train staff to integrate trauma-informed techniques and concepts in their work while using a Strengthening Families and Protective Factors Framework.

F.3.10 Provide program-specific training on the Family Finding model developed by Kevin Campbell. The training offers methods and strategies to locate and engage relatives. CONTRACTOR staff receive training to understand the signs and risk factors associated with domestic violence, substance abuse and mental health issues and to identify and mitigate risk for the safety and permanency of children.

F.3.11 Maintain ongoing communication with assigned social workers and probation officers regarding status of family finding efforts.

F.4 County Responsibilities for Family Finding and Engagement Services

F.4.1 Identify youth who are in need of family finding and engagement services and submit referrals to CONTRACTOR timely.

F.4.2 Provide historical information to CONTRACTOR that will assist in family finding and engagement activities.

F.4.3 Collaborate with CONTRACTOR and families to develop and implement permanency plans.

F.4.4 Invite CONTRACTOR to CFT meetings when appropriate and ensure CONTRACTOR is connected to the child’s team.

F.4.5 Ensure families understand the importance of engagement in the child’s case and invite all family members to CFT meetings.

F.4.6 Ensure family finding and engagement activities are documented in the child’s case file.

F.4.7 Provide CONTRACTOR with access to the Child Welfare Services/Case Management System (CWS/CMS) and Traverse systems as determined to be appropriate.

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G. DESCRIPTION OF KINSHIP SUPPORT SERVICES PROGRAM (KSSP)

G.1 Target Population

G.1.1 The target population for the KSSP is kinship caregivers and the children/youth who are placed in their homes by the juvenile court and child welfare services. The Continuum of Care Reform has caused a shift in priorities in kinship programs to better meet the needs of dependent youth placed with kin and to increase permanency outcomes for youth being placed with kin within the foster care system.

G.2 Information, Referral, and Guidance (System Navigation)

G.2.1 CONTRACTOR shall provide a streamlined intake and referral process. Information, referral, and guidance services are provided to kin caregivers to reduce stress, improve stability, and support health and wellness in kinship caregiver homes. These services are provided both on a limited-time basis and with case-managed families.

G.3 Training/Education

G.3.1 CONTRACTOR will provide ongoing workshops and training for kinship caregivers designed to enhance family functioning, resiliency leading to increased stability, safety and wellbeing.

G.3.2 Workshops and training shall be offered by CONTRACTOR in-person or via Zoom to maximize accessibility.

G.3.3 Topics include, but are not limited to, trauma-informed parenting, permanency options (legal guardianship and adoption), post permanency support, managing children's behavior and developmental issues, trauma and attachment, ages and stages of child development, chemical dependency and family dynamics, self-care and stress management, community resources.

G.3.4 CONTRACTOR will encourage families to attend the Nurtured Heart training offered by CONTRACTOR quarterly.

G.3.5 CONTRACTOR will link families to Foster Parent College for ongoing training to support their kinship needs.

G.3.6 CONTRACTOR will periodically hosts agency-wide training/workshops with industry experts which are available to all of their clients.

G.4 Support Groups

G.4.1 CONTRACTOR shall provide kinship caregiver support groups in English and Spanish to allow for opportunities to share and connect with other caregivers.

G.4.2 The frequency of the support groups shall be determined by the need of caregivers.

G.4.3 These groups shall be offered both in person and via Zoom to maximize access and incorporate a variety of subjects designed to increase the following Protective Factors: family resiliency, social connections, parenting knowledge, utilization of resources, and building emotional competency in children.

G.4.4 Groups include information and support on caregiver stress, depression, grief and loss, caregiver/child relationships and conflict resolution.

G.5 Peer-to-Peer Mentoring for Caregivers

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G.5.1 CONTRACTOR shall employ a half-time Parent Partner to support KSSP teams; as a prerequisite, Parent Partners currently or previously have been kinship caregivers.

G.5.2 Parent Partner provides support to kinship families through advocacy, educational support, assistance in navigating systems and understanding the child welfare system, among other supports.

G.5.3 CONTRACTOR shall provide peer-to-peer mentoring for English and Spanish-speaking kinship families guided by practices from the Brookdale Foundation model.

G.5.4 CONTRACTOR may utilize a kinship advisory council as a platform to recruit caregivers, provide program guidance, and to serve as vital peer support. The advisory council would generally meet quarterly either in-person or via Zoom.

G.6 Basic Need Funds

G.6.1 CONTRACTOR shall purchase basic need items for kinship caregivers such as food, utilities, transportation (including bus passes and gas cards), clothing, baby supplies, beds and small furnishings, and other incidentals that promote stability upon initial placement.

G.7 Case Management Services

G.7.1 CONTRACTOR understands that KSSP services are voluntary for relative caregivers.

G.7.2 Beginning where the client is at, CONTRACTOR will work with caregivers to ensure needed supports are in place.

G.7.3 Case management services to kinship families are provided within an average three-to-six-month timeframe (may provide more time if needed), with goals of linkage to supports and increasing self-sufficiency.

G.7.4 Case management consists of at least monthly visits with the caregiver/family at a location that is convenient to the caregiver.

G.7.5 In collaboration with the family, a bilingual/bicultural Kinship Navigator completes individualized needs assessments to identify needs and establish an individualized, strength-based, and culturally responsive Family Service Plan (FSP).

G.7.5.a The FSP assesses the strengths and needs of the family using the protective factors framework while also considering the resources and supports already in place.

G.7.5.b The FSP includes the cultural, socioeconomic, tribal affiliation, religious, racial, and ethnic background and any other factors identified during the comprehensive assessment with the caregiver.

G.7.6 The Kinship Navigator and family jointly determine the frequency and duration of case management services, and track progress.

G.7.7 Case management always includes on-call support, coordination of transportation assistance to appointments and meetings, referrals to counseling and support groups, and other areas of support.

G.7.8 CONTRACTOR shall share information about the Family Urgent Response System (FURS) 24-hour hotline with all case-managed families for as long as the FURS remains available by the state.

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G.7.9 CONTRACTOR shall attend staffing meetings, CFT meetings for case-managed clients as requested in addition to monthly program meetings with the COUNTY.

G.7.10 Once goals are achieved, families graduate from case management to other voluntary services including support groups, workshops, and other program activities.

G.7.11 CONTRACTOR may utilize the Protective Factors Survey (PFS) with families as deemed appropriate.

G.7.11.a Caregivers are asked to complete the PFS after participating in the KSSP case-management program for six months.

G.7.11.b The PFS is a caregiver survey, developed by the FRIENDS Network measuring protective factors in five areas: Concrete Support, Nurturing and Attachment, Social Support, Family Functioning/Resiliency, and Child Development/Knowledge of Parenting. Each area consists of several statements about the caregiver's family, and the caregiver responds to each statement using a 7-point scale.

G.7.11.c The goal is for parents to show improvement during the 6-month period in the areas measured by the PFS.

G.7.12 CONTRACTOR's model for the provision of kinship support and navigation services aligns with their commitment to evidence-informed practice.

G.7.13 CONTRACTOR trains their staff and provides supervision to ensure fidelity of service including on the following evidence-informed practice approaches:

G.7.13.a The Protective Factors framework incorporated into service delivery with our kinship families.

G.7.13.b Utilization of the Protective Factor's Survey for case managed families.

G.7.13.c A program model informed by the work of Dr. Joseph Crumbley, author of "Relatives Raising Children: An Overview of Kinship Care."

G.7.13.d Motivational Interviewing

G.8 Additional Services

G.8.1 CONTRACTOR approaches kinship programming with the goal of strong community collaboration and coordinated services within the COUNTY's system of care.

G.8.2 Additional services may include tutoring; mentoring transition to adulthood support, coordinated with Independent Living Skills, staff resource libraries, including shared resources; transition services; independent living planning.

G.8.3 CONTRACTOR shall provide a calendar of events to enrolled clients, including the annual Toy Shop event & Back to School event to keep caregivers informed and updated about our activities.

G.9 Post-Permanency Services.

G.9.1 CONTRACTOR provides ongoing support to families caring for a kinship child until the child turns 21 years old.

G.9.2 Families remain eligible for support, guidance, access to resources, system navigation, trainings, and family events.

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G.9.3 Families remain on CONTRACTOR's email distribution list and receive informational newsletters and invitations to all activities, trainings, and groups, until they no longer have a kin/NREFM child in their care or choose to unsubscribe.

G.10 Engagement Activities

G.10.1 All families referred by the COUNTY will receive a phone call and welcome letter within two business days of receiving the referral.

G.10.2 CONTRACTOR provides families an orientation to services available over the phone and performs an assessment of needs to immediately provide linkages to resources.

G.10.3 The Kinship Navigator sets up an initial first visit in a setting that is most convenient to the caregiver (i.e. in-home, local community-based setting such as library, family resource center, CONTRACTOR office, etc.).

G.10.4 Upon enrollment, families receive regular contact until their needs are met.

G.10.5 Case managed families meet with the Kinship Navigator at least monthly, and goals are monitored and tracked regularly.

G.11 Coordination and Communication

G.11.1 CONTRACTOR will work cooperatively with COUNTY staff and other providers by attending staffing meetings and CFT meetings for case-managed clients, as requested.

G.11.2 The Kinship Navigator provides written and verbal feedback to social workers or probation officers monthly and as requested, including the case-carrying county social worker/probation officer and the Resource Family Approval (RFA) social worker when needed.

G.11.3 Early collaborative conversations focus on the initial and most urgent basic needs at the time of placement.

G.11.4 CONTRACTOR encourages monthly meetings with the RFA team to review the progress and challenges of current case management families and to discuss potential new families who may need case management support.

G.12 CONTRACTOR Responsibilities for KSSP

G.12.1 Provide a training to COUNTY staff on the KSSP referral process and services provided.

G.12.2 Offer workshops to all relative caregivers (court-involved or not) in Monterey County at least twice per year. Work collaboratively with Hartnell College Foster and Kinship Care Education program to coordinate trainings.

G.12.3 Provide a training certificate to caregivers to send to the Resource Family Approval (RFA) unit when a relative caregiver completes a training. Certificates can be emailed to RFA@co.monterey.ca.us.

G.12.4 Understand the specific needs of relative caregivers in Monterey County and assess the need for ongoing support groups. Support groups may be provided in English and/or Spanish and via Zoom or in-person based on the needs of the community.

G.12.5 CONTRACTOR shall increase the frequency of support group to at least monthly as the need grows. All relative caregivers (court-involved or not) may participate in the support groups.

G.12.6 Ensure services are provided to families in their primary language.

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G.12.7 Assess the need for developing an advisory council that would generally meet quarterly in person or via Zoom.
G.12.8 Receive pre-approval from COUNTY to provide funds for basic needs to relative caregivers not involved with the juvenile court system.
G.12.9 Provide case management for approximately 7-10 caregivers annually.
G.12.10 Inform the COUNTY informally when a caregiver will need to receive case management services for longer than six months.

G.13 COUNTY Responsibilities for KSSP
G.13.1 Discuss KSSP services with kinship caregivers and provide a referral to CONTRACTOR as soon as caregivers agree to services.
G.13.2 Invite CONTRACTOR to CFT meetings as appropriate.
G.13.3 Work collaboratively with CONTRACTOR to ensure the needs of kinship caregivers are met and placements are stable.
G.13.4 Provide local child welfare data to CONTRACTOR as needed.
G.13.5 Encourage kinship caregivers to attend trainings and workshops offered by CONTRACTOR.

H. SERVICE GOALS:

CONTRACTOR agrees to the following service measures:

H.1 Family Finding and Engagement:
H.1.1 Increase the number of relative/NREFM and potential caregivers for youth participants.
H.1.1.a At least 80% of children served 30 days or more will increase by at least 35 their number of identified kin/NREFM's compared with their baseline number.
H.1.2 Increase the number of connections established for youth served.
H.1.2.a At least 80% of youth will be in contact with at least one family member/NREFM at discharge from the program whom they were not in contact with at baseline.
H.1.3 Improve placement stability and permanency outcomes for FF youth served.
H.1.3.a 33% of youth (excluding youth who do not exhaust FF services) will be placed with a relative/NREFM or will have placement options identified at discharge from the program.
H.1.3.b 1 yr. post discharge: 90% of children who were placed with kin through the program will still be in placement with kin, adopted, in Kin-Gap, living with a legal guardian, or reunified with a birth parent.
H.1.3.c 2 yrs. post-discharge: 80% of children who were placed with kin through the program will still be in placement with kin, adopted, in Kin-Gap, living with a legal guardian, or reunified with a birth parent (need county partner to provide this data).
H.1.4 Clients will be treated with courtesy and respect for their culture.
H.1.4.a At least 90% of clients will indicate they were treated with courtesy and respect throughout program participation. (client survey)
H.1.5 Achieve high levels of client satisfaction.

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H.1.5.a At least 90% of clients express satisfaction with program services as measured by a mean satisfaction survey score of at least 3.0 out of 4.0. (client survey).

H.2 Kinship Support Services Program

H.2.1 Relative care families will be stabilized and maintained while active, case-managed program participants.

H.2.1.a At least 90% of children served (at least 30 days) will, at case-managed closure date, remain in care with any Kinship caregiver, be adopted, enter Kin-Gap, live with a legal guardian, or reunite with their parents. (FAMCare)

H.2.1.b 90% of parents who, at case managed closure date, show improvement on the Protective Factors Survey.

H.2.1.c At least 80% of children will, at 1 year post-discharge (from CM), remain in care with any kinship caregiver, be adopted, in Kin-Gap, be living with a legal guardian, or be reunited with their parents. (County will supply for dependents & staff will also supply for non-dependents.)

H.2.2 Relative caregivers will report less stress and greater overall well-being.

H.2.2.a At least 90% of caregivers will report less stress and greater overall well-being while participating in the KSSP program.

H.2.2.b At least 80% of caregivers will report less stress and greater overall well-being by 1 year post-intake to the KSSP program.

H.2.3 Relative caregivers will identify a long-term, community-based support network including other relative caregivers.

H.2.3.a At least 90% of caregivers will report an increased connection with other kin caregivers due to KSSP services.

H.2.3.b At least 90% of caregivers will report an improved ability to access resources due to KSSP services.

H.2.3.c By 1-year post-intake, at least 80% of caregivers will report they participate in a community-based support network including other relative caregivers.

H.2.4 Clients will be treated with courtesy and respect for their culture.

H.2.4.a Outcome 1. At least 90% of clients will indicate they were treated with courtesy and respect for their culture throughout program participation.

H.2.5 Clients will be able to easily access KSSP services.

H.2.5.a At least 90% of clients will indicate KSSP services were provided at locations that were easy to reach.

H.2.5.b At least 90% of clients will indicate KSSP services were provided at times that were convenient.

H.2.6 Achieve high levels of client satisfaction.

H.2.6.a At least 90% of clients express satisfaction with program services as measured by an overall satisfaction survey score of at least 3.0 out of 4.0.

I. INFORMATION SHARING

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There are federal and state regulations that allow for the sharing of confidential child welfare information between agencies. The Child Abuse Prevention and Treatment Act (CAPTA) requires states to provide certain, otherwise confidential, child abuse and neglect information to any federal, state, or local government entity or any agent of such entity, that has a need for such information in order to carry out its responsibilities under the law to protect children from abuse and neglect. Authorized recipients of confidential child abuse and neglect information are bound by the same confidentiality restrictions as the child protective services agency. Welfare and Institutions Code (WIC) allows a case file to be inspected by: members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor (WIC section 827(a)(1)(K)) and any other person who may be designated by court order of the judge of the juvenile court upon filing a petition (WIC section 827(a)(1)(Q)). In addition, to promote more effective communication needed for the development of a plan to address the needs of the child or youth and family, a person designated as a member of the child and family team may receive and disclose relevant information and records, subject to the confidentiality provisions of state and federal law (WIC section 832(a)(1)).

The COUNTY shall provide CONTRACTOR with access documents within the Child Welfare Services/Case Management System (CWS/CMS), and the child's case file/Traverse for the sole purpose of identifying family. CONTRACTOR shall not view, copy, or duplicate the following in any form:

I.1 psychological evaluations
I.2 medical records and reports
I.3 medical correspondence with doctors, psychologists, psychiatrists, and other medical professionals
I.4 evidentiary reports
I.5 California Health and Disability Program (CHDP) documentation
I.6 medical/dental exam verifications
I.7 any other prohibited documentation identified by Monterey County FCS or Probation.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. REPORTING INSTRUCTIONS & SUBMISSION:

K.1 CONTRACTOR shall submit a quarterly report for both the Family Finding and KSSP programs. The report shall include at minimum, the following indicators:
- K.1.1 Number of referrals received from the COUNTY;
- K.1.2 Referral source (FCS or Probation);
- K.1.3 Number of youth and families enrolled in each program;
- K.1.4 Number of families closed during the month;

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K.1.5 Services provided during the quarter;
K.1.6 Relative placement status at the time of referral and closure; and
K.1.7 Numbers for network of support at the time of referral and closure.

K.2 CONTRACTOR will submit the quarterly reports by the last day of the month following the end of the quarter (October 31, January 31, April 30, and July 31).

K.3 CONTRACTOR shall develop and provide a comprehensive annual report of program outcomes, services delivered, challenges, and achievements, and may be requested to present the report at a County organized, public meeting. The report shall include *at minimum*, the following indicators:
K.3.1 Number of youth who received family finding services for the fiscal year.
K.3.2 Number of caregivers supported by KSSP for the fiscal year.
K.3.3 Achievement of service goals for Family Finding.
K.3.4 Achievement of service goals for KSSP.

K.4 CONTRACTOR staff shall work with COUNTY staff to provide interim updates and any additional data for grant reporting requirements and updates to jurisdiction leaders as requested.

K.5 Annual Report shall be submitted via e-mail to the County Contract Monitor as listed in Section C by *July 31st*.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is ***seven hundred twenty-four thousand, sixty-four dollars* ($724,064.00)**.
L.2.1 Details regarding payments toward this project shall be reported *monthly* on the Monthly Invoices in the form of **Exhibit D, Invoice**.

L.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***seven hundred twenty-four thousand, sixty-four dollars* ($724,064.00),** per **Exhibits C, Budgets.**

L.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10th*.

L.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Carol Ramirez** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT C

July 1, 2026 - June 30, 2027

Wayfinder Family Services - Family Finding and Kinships Supportive Services Programs

Funding Total: **$ 724,064.00**

Budget Line	FTE	KSSP	CWS	FRAUD	Flexible Family Supports	Probation	**Subtotal**	Budget Narrative
		$ 471,898.00	$ 80,000.00	$ 50,000.00	$ 75,000.00	$ 47,166.00	**$ 724,064.00**	
Director	0.41	$ 24,071.00		$ 19,695.00	$ -	$ -	**$ 43,766.00**	Masters Level or Highter - Oversees program and responsible for budget/contract.
Manager	1.00	$ 44,880.00	$ 25,009.00	$ 19,871.00	$ -	$ -	**$ 89,760.00**	Masters Level or Higher - Oversees Program and Direct Staff - Bilingual required. Site manager that oversees the office operations, staff, and assist with budget mgmt.
Kinship Navigator I or II	1.00	$ 68,952.00	$ -		$ -	$ -	**$ 68,952.00**	BA or higher - Provides support to families
Family Finder	2.00	$ -		$ 10,434.00	$ 75,000.00	$ 47,166.00	**$ 132,600.00**	BA or higher - Provides support to families - Bilingual
Parent Partner	0.40	$ 13,770.00	$ 8,262.00		$ -	$ -	**$ 22,032.00**	HS Diploma or higher - Provides support to families - Bilingual
Program Assistant	0.68	$ 15,912.00	$ 19,890.00		$ -	$ -	**$ 35,802.00**	HS Diploma or higher - Provides support to families - Bilingual
Fiscal Analyst	0.07	$ 3,112.00	$ 1,325.00		$ -	$ -	**$ 4,437.00**	Ensuring the timely and accurate recording of grant accounting and funding allocations; support with monthly and year-end financial reporting; reconciling grants accounts to the general ledger; and provide additional analyses relating to grant revenue and expenses as needed.
Fringe Benefits		$ 69,894.00	$ 21,497.00		$ -	$ -	**$ 91,391.00**	23% (FICA/SUI 7.15%, Health 9%, Retirement 2.25%, Worker's Comp 4.60%)
Unemployment Insurance		$ 1,074.00	$ 1,032.00		$ -	$ -	**$ 2,106.00**	Unemployment insurance at .43%
Program Occupancy and Utilities		$ 80,035.00	$ 2,985.00		$ -	$ -	**$ 83,020.00**	Occupancy includes Office Space, Utilities, & Maintenance Office Location: Salinas - Monterey County. Occupancy includes Office Space, Utilities, & Maintenance A successful bid will utilize 100% of the office space. Space Cost is $6,303.60 monthly for 3,699 sq ft/ $1.70 per sq ft
Telecommunications		$ 3,216.00	$ -		$ -	$ -	**$ 3,216.00**	Telecommunications is needed to stay connected with participants and staff. Includes but not limited to: mobile phones, video conferencing & internet.
Travel - Mileage		$ 13,480.00	$ -		$ -	$ -	**$ 13,480.00**	Reimbursement for staff mileage related to scope, as well as other travel accommodations. Mileage: 100 miles x 4 visits x .725 (IRS Mileage Reim) 12 months.
Office Supplies, Copies, and Postage		$ 8,400.00	$ -		$ -	$ -	**$ 8,400.00**	Office supplies are needed for general operation of the program. $700 monthly x 12 months. Supplies also includes Family search tools including Seneca costs.
Program Support		$ 16,800.00	$ -		$ -	$ -	**$ 16,800.00**	Costs associated with the necessary support to engage with participants, it may also include other participant support needs; including travel costs and flights for located family members and travel expenses. $1,500 monthly x 12 months.
Staff Training and Development		$ 100.00	$ -		$ -	$ -	**$ 100.00**	Includes all required training, continuing education, training conferences, etc. $25 per staff x 4 FTE
Staff Recruitment		$ 2,200.00	$ -		$ -	$ -	**$ 2,200.00**	One-time cost includes but not limited to: Staff & Recruiting includes but not limited to Background and Physical Examination for new hires. $300 per new hire x 1 FTE=$300 General computer supplies such as laptops, software, and application license fees in direct support of the program. This is a one-time startup fee. $1,900 per laptop x 1 FTE=$1,900
Payroll Services		$ 705.00	$ -		$ -	$ -	**$ 705.00**	Reflects the bi-weekly cost of payroll services provided by Paycom. The cost is 0.57% of total personnel: $239.62 monthly x 12 months
General Liability Insurance		$ 2,197.00	$ -		$ -	$ -	**$ 2,197.00**	Arthur J. Gallagher & Co. provides general liability insurance and the cost is 1.79% of total personnel: $746.51 monthly x 12 months
IST Services - Shared Cost		$ 5,470.00	$ -		$ -	$ -	**$ 5,470.00**	IST Services are necessary it may also include but not limited to IST call center support, IST Training for participant support needs. The cost is 3.77% of total personnel: $1,571.81 monthly x 12 months
Quality Assurance - Shared Cost		$ 3,187.00	$ -		$ -	$ -	**$ 3,187.00**	Provides program outcome data and creates outcome reports; collects and analyzes survey data; manages outcome data systems FamCare. The cost is 2.60% of total personnel: $1,092.40 monthly x 12 months
Indirect Costs		$ 94,443.00	$ -		$ -	$ -	**$ 94,443.00**	15% de minimis rate of Total Expenses. Indirect Cost Rate includes the following but not limited to: General and administrative expenses such as human resources, accounting, administrative staff support, management, as well as consumable supplies that are not billed as direct expenses to the contract.
Total		**$ 471,898.00**	**$ 80,000.00**	**$ 50,000.00**	**$ 75,000.00**	**$ 47,166.00**	**$ 724,064.00**	

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Wayfinder Family Services
County of Monterey Department of Social Services
July 1, 2026 - June 30, 2027

Remit To:
Wayfinder Family Services
5300 Angeles Vista Boulevard, Los Angeles, CA 90043

EXHIBIT D

Invoice Month: Invoice Name:

Expense Categories	Total Budget	CWS	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ -	$ -	$ -	$ -	$ -
Manager	$ 25,009.00	$ -	$ -	$ -	$ 25,009.00
Kinship Navigator I or II	$ -	$ -	$ -	$ -	$ -
Family Finder	$ -	$ -	$ -	$ -	$ -
Parent Partner	$ 8,262.00	$ -	$ -	$ -	$ 8,262.00
Program Assistant	$ 19,890.00	$ -	$ -	$ -	$ 19,890.00
Fiscal Analyst	$ 1,325.00	$ -	$ -	$ -	$ 1,325.00
Fringe Benefits	$ 21,497.00	$ -	$ -	$ -	$ 21,497.00
Unemployment Insurance	$ 1,032.00	$ -	$ -	$ -	$ 1,032.00
Program Occupancy and Utilities	$ 2,985.00	$ -	$ -	$ -	$ 2,985.00
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00
Total Service Budget		$ 80,000.00			
Year to Date		$ -			
Balance Remaining		$ 80,000.00			

Expense Categories	Total Budget	FRAUD	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ 19,695.00	$ -	$ -	$ -	$ 19,695.00
Manager	$ 19,871.00	$ -	$ -	$ -	$ 19,871.00
Kinship Navigator I or II	$ -	$ -	$ -	$ -	$ -
Family Finder	$ 10,434.00	$ -	$ -	$ -	$ 10,434.00
Parent Partner	$ -	$ -	$ -	$ -	$ -
Program Assistant	$ -	$ -	$ -	$ -	$ -
Fiscal Analyst	$ -	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -	$ -
Unemployment Insurance	$ -	$ -	$ -	$ -	$ -
Program Occupancy and Utilities	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
Total Service Budget		$ 50,000.00			
Year to Date		$ -			
Balance Remaining		$ 50,000.00			

Expense Categories	Total Budget	Flex Family Supports	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Family Finder	$ 75,000.00	$ -	$ -	$ -	$ 75,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 75,000.00	$ -	$ -	$ -	$ 75,000.00
Total Service Budget		$ 75,000.00			
Year to Date		$ -			
Balance Remaining		$ 75,000.00			

Expense Categories	Total Budget	EFFES CPD	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Family Finder	$ 47,166.00	$ -	$ -	$ -	$ 47,166.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 47,166.00	$ -	$ -	$ -	$ 47,166.00
Total Service Budget		$ 47,166.00			
Year to Date		$ -			
Balance Remaining		$ 47,166.00			

Expense Categories	Total Budget	KSSP	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Director	$ 24,071.00	$ -	$ -	$ -	$ 24,071.00
Manager	$ 44,880.00	$ -	$ -	$ -	$ 44,880.00
Kinship Navigator I or II	$ 68,952.00	$ -	$ -	$ -	$ 68,952.00
Family Finder	$ -	$ -	$ -	$ -	$ -
Parent Partner	$ 13,770.00	$ -	$ -	$ -	$ 13,770.00
Program Assistant	$ 15,912.00	$ -	$ -	$ -	$ 15,912.00
Fiscal Analyst	$ 3,112.00	$ -	$ -	$ -	$ 3,112.00
Fringe Benefits	$ 69,894.00	$ -	$ -	$ -	$ 69,894.00
Unemployment Insurance	$ 1,074.00	$ -	$ -	$ -	$ 1,074.00
Program Occupancy and Utilities	$ 80,035.00	$ -	$ -	$ -	$ 80,035.00
Telecommunications	$ 3,216.00	$ -	$ -	$ -	$ 3,216.00
Travel - Mileage	$ 13,480.00	$ -	$ -	$ -	$ 13,480.00
Office Supplies, Copies, and Postage	$ 8,400.00	$ -	$ -	$ -	$ 8,400.00
Program Support	$ 16,800.00	$ -	$ -	$ -	$ 16,800.00
Staff Training and Development	$ 100.00	$ -	$ -	$ -	$ 100.00
Staff Recruitment	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00
Payroll Services	$ 705.00	$ -	$ -	$ -	$ 705.00
General Liability Insurance	$ 2,197.00	$ -	$ -	$ -	$ 2,197.00
IST Services - Shared Cost	$ 5,470.00	$ -	$ -	$ -	$ 5,470.00
Quality Assurance - Shared Cost	$ 3,187.00	$ -	$ -	$ -	$ 3,187.00
Indirect Costs	$ 94,443.00	$ -	$ -	$ -	$ 94,443.00
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 471,898.00	$ -	$ -	$ -	$ 471,898.00
Total Service Budget		$ 471,898.00			
Year to Date		$ -			
Balance Remaining		$ 471,898.00			

Complete Total	$ 724,064.00	$ -	$ -	$ -	$ 724,064.00
Total Budget		$ 724,064.00			
Year to Date		$ -			
Balance Remaining		$ 724,064.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone # Authorizing Signature / Date

Monterey County Authorized Signature / Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Wayfinder Family Services

Signed by:
By: Carol Ramirez
C0D7E0821822489...

Title: Vice President and Chief Program Officer

Date: 5/15/2026 | 3:03 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Carol Ramirez
C9B7E0821822489...
Signature

Vice President and Chief Program Officer
Title

Wayfinder Family Services
Agency/Organization

5/15/2026 | 3:03 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Carol Ramirez
C0D7ED821822489...
(signature of authorized representative)

5/15/2026 | 3:03 PM PDT
(date)

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WAYFINDER FAMILY SERVICES
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Carol Ramirez
C0D7E08218224B9...
Authorized Signature

5/15/2026 | 3:03 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Housing Resource Center of Monterey County,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

housing, case management, housing search, placement support, and rental subsidies for CalWORKs customers referred to the Housing Support and Family Stabilization program.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,600,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93901
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Alexa Johnson
Name
Executive Director
Title
60 W. Market St., Suite 130, Salinas, CA 93901
Address
(831) 424-9186
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer Date:
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63480...
County Counsel
Date: 5/19/2026 | 1:13 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller
Date: 5/20/2026 | 8:17 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Housing Resource Center
Contractor/Business Name*
By: Signed by: Alison Kerr AEB0FF5DE137405...
(Signature of Chair, President, or Vice-President)
Alison Kerr, Board Chair
Name and Title
Date: 5/19/2026 | 12:44 PM PDT
By: DocuSigned by: Joe Servi 4621B5163ADF443...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Treasurer
Name and Title
Date: 5/19/2026 | 12:46 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Housing Resource Center of Monterey County

Exhibit A	Scope of Work
Exhibit A-1	Housing Support Program Guidelines
Exhibit A-2	Homeless Prevention Guidelines
Exhibit A-3	Housing Support Program Referral
Exhibit A-4	Authorization to Release Information – English & Spanish
Exhibit A-5	Case Closure Report
Exhibit A-6	Case Closure Letter Sample
Exhibit A-7	Case Denial Letter Sample
Exhibit A-8	Homeless Management Information System Requirements
Exhibit A-9	Coordinated Entry Requirements
Exhibit A-10	Family Stabilization Referral Form
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget (HSP)
Exhibit C-2	Budget (FSP)
Exhibit D-1	Invoice (HSP)
Exhibit D-2	Invoice (FSP)
Exhibit E	HIPAA Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF WORK/PAYMENT PROVISIONS

HOUSING RESOURCE CENTER OF MONTEREY COUNTY
Housing Support Program and Housing Stabilization Program

A. TOTAL FUNDING

$ 600,000 FSP Allocation
$ 1,000,000 HSP Allocation
$ 1,600,000 Contract Total

B. CONTRACT TERM

July 1, 2026 to June 30, 2027

C. CONTACT INFORMATION

County Contract Monitor:
Monterey County Department of Social Services
Adriana Narez-Tapia, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4447 Fax: (831) 755-8477
Narez-TapiaAY@countyofmonterey.gov

Contractor Information:
Housing Resource Center of Monterey County
Alexa Johnson, Executive Director
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
alexaj@hrcmc.org

Location of Services:
Housing Resource Center of Monterey County
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: YD3NMRHL2DP3
Date County Awarded Funding: July 1, 2026
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: N/A
Indirect Cost Rate: 0%

E. PURPOSE

The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing case management, program housing search, placement support, and rental subsidies for CalWORKs customers referred to CONTRACTOR by COUNTY Department of Social Services for the Housing Support (HSP) and Family Stabilization (FS) programs.

HOUSING SUPPORT PROGRAM

F. PROGRAM DESIGN

F.1 In 2014, the California Department of Social Services (CDSS) received special authority to launch a new Housing Support (HSP) program. Per Senate Bill (SB) 855

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(Chapter 29, Statutes of 2014), housing support in the CalWORKs program is necessary to assist families working towards achieving self-sufficiency. Homelessness and housing instability in the CalWORKs program is a challenging problem that impacts children's wellbeing and their parents' ability to engage in employment. The objective of the CalWORKs HSP is to promote housing stability for families in the CalWORKs program.

F.2 CONTRACTOR shall provide staff and services to perform intake, case management, housing assessment, housing search, placement, and on-going housing subsidy payments for a minimum of 60 eligible HSP CalWORKs customers each month.

F.2.1 CONTRACTOR shall maintain and share with COUNTY all program documents and forms to operate the HSP program per the **HSP Guidelines** in **Exhibit A-1**. Relevant program documents include program policies, procedures, client agreements, intake forms, case management and housing navigation templates, and public-facing program materials.

F.2.2 For HSP purposes, the COUNTY shall be the HSP Social Service Aide and/or Analyst assigned to HSP

F.3 In 2021, AB 135 (Chapter 85) expanded eligibility for HSP to include families in CalWORKs who are at-risk of homelessness including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being. **Exhibit A-2, Guidelines on Homeless Prevention.**

F.3.1 CONTRACTOR shall administer the HSP under all aspects of program eligibility including the prevention components outlined within **Exhibits A-1 and A-2**. Program policies and procedures for client assessment, case management and housing support to accommodate homeless prevention services shall conform with all program eligibility, definitions, and guidelines defined by CDSS.

G. PERFORMANCE GOALS

G.1 Provide rapid rehousing and housing navigation services to support and place 48 families into permanent housing per year.

G.2 Provide Housing Stabilization services to support 15 families at risk of homelessness

G.3 90% of all referred customers are scheduled to attend an intake and assessment within seven (7) days of CONTRACTOR receiving the customer referral from COUNTY.

G.4 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. In accordance with the **Housing Support Program Guidelines** (**Exhibit A-1**), CONTRACTOR shall produce and maintain program policies & procedures, performance goals, program administration, tracking and reporting, client intake and assessment, and housing search & housing stabilization services. The CONTRACTOR shall oversee and implement the following functions:

H.1 **Administration**

H.1.1 CONTRACTOR shall develop and publish formal written Program Policies and procedures in alignment Per Senate Bill (SB) 855 (Chapter 29, Statutes

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of 2014), AB 135 (Chapter 85) California Department of Social Services (CDSS) guidelines outlined in **Exhibits A-1 and A-2**, as well as the County of Monterey Department of Social Services CalWORKs HSP program guidelines.

H.1.1.a CONTRACTOR will ensure administration of HSP services are consistent with HSP goals and CalWORKs eligibility.

H.1.1.b CONTRACTOR will keep all Policy and Procedures up to date with program and legislative changes and keep all program policies accessible as designated by the COUNTY.

H.1.1.c CONTRACTOR will develop and keep all client intake, case management and housing forms updated to capture income and data required of the CalWORKs program and coordinate with eligibility specialist to maintain eligibility and report income and housing information.

H.1.1.d CONTRACTOR will promote the HSP services as a CalWORKs program and ensure coordination with the County of Monterey Department of Social Services.

H.1.2 Provide programmatic oversight of CONTRACTOR responsibilities provided under this Agreement.

H.1.3 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.

H.1.4 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.

H.1.5 Invite COUNTY partners to attend the regularly scheduled case review meetings.

H.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.

H.1.6.a Identification and response shall be captured in written communication.

H.1.6.b Corrective actions shall be agreed upon by both parties.

H.1.6.c Corrective actions shall be implemented as soon as deemed possible by both parties.

H.1.7 Ensure appropriate staffing to support the administration and service provided for in this Agreement.

H.1.8 Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

H.1.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HSP services and clients served. Grantee will ensure that HMIS data is collected in accordance with applicable laws, and requirements as outlined in **Exhibit A-8.**

H.1.10 CONTRACTOR shall utilize the local Coordinated Entry System known as Coordinated Assessment and Referral System (CARS) to complete assessments as outlined in **Exhibit A-9**.

H.2 **Tracking & Reporting**

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H.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Housing Destination at Time of Exit, Comments, and Monthly Progress Updates.

H.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.

H.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.

H.3 **Intake & Assessment**

H.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.

H.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.

H.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.

H.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are "literally homeless" with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.

H.3.4.a All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.

H.3.5 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

H.3.6 Ensure that each comprehensive intake and assessment includes, but is not limited to:

H.3.6.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.

H.3.6.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.

H.3.6.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information** (**Exhibit A-4**), if not provided at time of COUNTY referral.

H.3.6.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.

H.3.6.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the

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customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the customer may be eligible for, customer engagement in developing a housing plan, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.

H.3.6.f Verbal and written instructions for completion of CONTRACTOR'S program application materials.

H.3.6.g Delivery and discussion of the program participant rules and expectations.

H.3.6.h A thorough family assessment to determine the family size and housing needs to include, but is not limited to: housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).

H.3.6.i A thorough financial assessment to include a comparison of all available family income and expenses.

H.3.6.j Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage customers to pay for as much of their own housing as possible.

H.3.6.k Development of a thorough housing plan to include where temporary shelter will be obtained if required, scheduled hours for weekly housing search, short-term and long-term housing goals, identifying barriers to housing with action steps for the customer on how to reduce or remove barriers, along with projected milestone dates for housing applications, interviews, tours, and permanent housing placement.

H.3.6.l Completion of applications for available local low-income housing and housing lists.

H.3.6.m Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live. The discussion shall include access to and availability of childcare, the educational needs of school-aged children, employment and activity needs of adults, and general public safety concerns for the areas.

H.3.6.n Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.

H.3.6.o Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form

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is required to be provided, and what happens if the form is not completed and provided timely.

H.3.6.p A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.

H.3.6.q If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.

H.3.6.r Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.

H.4 **Housing Placement**

H.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the compressive intake and assessment appointment.

H.4.1.a The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.

H.4.1.b The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.

H.4.1.c Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.

H.4.1.d Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.

H.4.1.e An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

H.4.2 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.

H.4.3 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.

H.4.4 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.

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H.4.4.a Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.

H.4.4.b An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.

H.4.5 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.

H.4.5.a Compliance with the housing plan is determined by participation with program requirements and expectations.

H.4.5.b Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.

H.4.6 Record and report each customer's intake and assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database.

H.4.7 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords.

H.4.7.a This includes providing the landlords with information about CONTRACTOR's services.

H.4.8 Establish trust and confidence between the landlord, the customer, and CONTRACTOR.

H.4.8.a This also includes: the identification of available housing that meets the customer's basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.

H.4.9 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families. Connect referred customers to these landlords,

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service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.

H.4.10 Inform COUNTY of cases being closed by clearly documenting the reasons for closure in services database and completing the **Case Closure Report** (**Exhibit A-5**) and sending it to the COUNTY Program Contact using secure e-mail within five (5) business days of the actual closure date.

H.4.11 Complete and mail a formal **Case Closure Letter** (sample provided as **Exhibit A-6**) including specific reasons unsatisfactory participation was indicated to the customer's last known address and provide a copy to COUNTY with the Case Closure Form for HSP referred customers who do not successfully complete either the intake and assessment process or do not participate in the program plan.

H.4.12 Ensure that customers not participating in program services are provided a minimum of three (3) opportunities to comply before their case is closed.

H.4.13 Complete and send a formal **Case Denial Letter** (**Exhibit A-7**) to COUNTY Program Contact indicating the specific reasons, behaviors, and violations that indicate that additional program services would not be appropriate for re-referred HSP customers who have been unsuccessful in previous HSP services or have engaged in serious program violations.

H.5 **Subsidized Housing List Development**

H.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.

H.5.2 Update the housing list weekly and new listings shall be added to replace listings that are removed or no longer available.

H.5.2.a The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.

H.5.3 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment.

H.5.4 Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

H.5.5 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:

H.5.5.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.

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H.5.5.b Respond to landlord/site contact inquiries within forty-eight (48) hours.

H.5.6 Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.

H.6 **Program Staff**

H.6.1 Housing Program Manager

H.6.1.a Provide one (1) Housing Program Manager at .40 FTE to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

H.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

H.6.1.c The Housing Program Manager shall communicate regularly with the COUNTY HSP Analysts and COUNTY HSP Social Services Aide.

H.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.

H.6.2 **Housing Case Manager**

H.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE for intensive case management services related to both programs detailed in this Agreement.

H.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section H.3 Intake and Assessment.

H.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.

H.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.

H.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).

H.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.

H.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.

H.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.

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H.6.2.i	Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.
H.6.2.j	Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
H.6.2.k	Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
H.6.2.l	Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure electronic mail.
H.6.2.m	The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
H.6.2.n	Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled time.
H.6.2.o	Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
H.6.2.p	Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
H.6.2.q	Provide bilingual (English & Spanish) case management services either directly or through the use of an interpreter.
H.6.2.r	Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
H.6.2.s	Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
H.6.2.t	Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.
H.6.2.u	Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
H.6.2.v	Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
H.6.2.w	Enter the service end date and service final outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.

H.6.3 **Housing Specialist**

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H.6.3.a Provide at least two (2) Housing Specialists at 2.0 FTE to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.

H.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.

H.6.3.c The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.

H.6.3.d The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred customer that they are assigned.

H.6.3.e The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude.

H.6.3.f Ensure a current and accurate subsidized housing list is developed and maintained according to Section H.5 Subsidized Housing List Development.

H.6.4 **Program Assistant**

H.6.4.a Provide at least one program assistant at .40 FTE. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.

H.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Administration

I.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement

I.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.

I.1.3 Communicate at a minimum within two (2) working days to:

I.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.

I.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.

I.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.

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I.1.5 Conduct a minimum of one (1) contract monitoring visit during the term of this agreement to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.

I.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of the monitoring. Monitoring visits will include a review of each line item in this Agreement.

I.2 **Tracking & Reporting**

I.2.1 Work closely with CONTRACTOR to obtain detailed program data monthly for completion of the state mandated HSP-14 monthly reporting requirements.

I.2.2 Report to the State as required regarding Housing Support Program expenditures and participation.

I.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.

I.2.4 Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

I.3 **Intake & Referral**

I.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.

I.3.2 Manage and monitor waiting lists as needed

I.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.

I.3.4 Maintain and refer up to forty (40) COUNTY HSP customers each month.

I.3.5 Submit the following referral information using secure electronic mail to CONTRACTOR on **HSP Referral Form** (**Exhibit A-3**):

I.3.6 Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.

I.3.7 An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable (**Exhibit A-4**).

I.3.7.a For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

I.4 **Program Staff**

I.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including but not limited to:

I.4.1.a COUNTY HSP Community Affiliation Manager

I.4.1.b COUNTY HSP Analyst

I.4.1.c COUNTY HSP Social Services Aide

J. DATA REPORTING INSTRUCTIONS & SUBMISSION

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CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report.

J.1 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.

J.2 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for HSP customers.

J.3 All Monthly HMIS data must be collected and summarized monthly for review with contract monitor at monthly case review meetings.

FAMILY STABILIZATION PROGRAM

K. PROGRAM DESIGN

In 2014, Family Stabilization (FS) became a component of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program that provides intensive case management and services to customers that meet the criteria set forth in AB 74. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities and as such, is operated through the COUNTY's CalWORKs Employment Services (CWES) branch. The goal of the FS program is to increase a family's success by providing more intensive assessment and case management services to families including children, who are destabilized and are considered at-risk. The assignment of customers for additional activities, barrier removal services, and sheltering needs are critical and directly increase a family's success rate in achieving self-sufficiency.

K.1 CONTRACTOR shall provide staff and services to perform intake, assessment, housing search, placement, and on-going housing subsidy payments for up to 20 eligible FS CWES customers each month.

K.2 For FS program purposes, the COUNTY provides staff per the following FS Case Managers, FS Supervisors, and/or the FS Analyst.

L. PERFORMANCE GOALS

L.1 75% of all referred customers are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the customer referral from COUNTY.

L.2 80% of COUNTY referred FS customers who attend and successfully complete the intake and assessment are in safe, clean, and affordable temporary shelter the same day that the intake and assessment are completed. CONTRACTOR shall consider multiple temporary shelter options and make recommendations to the COUNTY.

L.3 50% of all customers who attend and successfully complete the intake and assessment and fully participate in the program's services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

L.4 80% of referred customers who attend intake and assessment will have an initial housing plan submitted to the assigned Family Stabilizations Case Manager (FSCM) within five (5) business days from intake.

M. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

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M.1 **Administration**

M.1.1 Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.

M.1.2 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.

M.1.3 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.

M.1.4 Invite COUNTY partners to attend these regularly scheduled case review meetings to review the status of the FCS program cases, including the number and progress of serviced customers, challenges, opportunities for improvement, and remaining services to be rendered. Attend additional meetings as scheduled and as needed to discuss other areas that affect either party to this Agreement.

M.1.5 Participate in an annual meeting of CalWORKs Employment Services (CWES) service providers convened by CWES that includes all CWES contractors.

M.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.

M.1.7 Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties.

M.1.8 Corrective actions shall be implemented as soon as deemed possible by both parties.

M.1.9 Ensure appropriate staffing to support the administration and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

M.2 **Tracking & Reporting**

M.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.

M.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.

M.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.

M.3 **Intake & Assessment**

M.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.

M.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.

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M.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.

M.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are "literally homeless" with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.

M.3.5 All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.

M.3.6 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

M.3.7 Ensure that each comprehensive intake and assessment includes, but is not limited to:

M.3.7.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.

M.3.7.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.

M.3.7.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information** (**Exhibit A-4**), if not provided at time of COUNTY referral.

M.3.7.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.

M.3.7.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the customer may be eligible for, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.

M.3.7.f Verbal and written instructions for completion of CONTRACTOR'S program application materials.

M.3.7.g Delivery and discussion of the program participant rules and expectations.

M.3.7.h A thorough family assessment to determine the family size and housing needs to include, but not limited to, housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).

M.3.7.i A thorough financial assessment to include a comparison of all available family income and expenses.

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M.3.7.j Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses.

M.3.7.k Encourage customers to pay for as much of their own housing as possible.

M.3.7.l Development of a thorough housing plan to include where temporary shelter will be obtained if required, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours, and permanent housing placement.

M.3.7.m Completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo del Mar, Homeward Bound, and Sun Street Centers.

M.3.7.n Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live.

M.3.7.o The discussion shall include access to and availability of childcare, the educational needs of school aged children, employment and activity needs of adults, and general public safety concerns for the areas.

M.3.7.p Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.

M.3.7.q Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.

M.3.7.r A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.

M.3.8 If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.

M.3.9 Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.

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M.3.10 Immediately following the formal contact, a review of the customer's referral and information and a formal contact with the COUNTY FS Case Manager, if necessary, to obtain additional information about the customer that may be required to support the appointment.

M.3.11 A formal contact with the COUNTY FS Case Manager following the customer's intake and assessment to brief the COUNTY FS Case Manager on the information discussed at the appointment and to provide an electronic copy of the customer's housing plan within five (5) working days.

M.4 **Housing Placement**

M.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the comprehensive intake and assessment appointment.

M.4.2 The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.

M.4.3 The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.

M.4.4 Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.

M.4.5 Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.

M.4.6 An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.

M.4.7 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.

M.4.8 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.

M.4.9 Obtain COUNTY FS Supervisors approval prior to paying and placing customers in permanent housing.

M.4.10 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.

M.4.11 Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.

M.4.11.a An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.

M.4.12 Obtain COUNTY FS Supervisors approval prior to issuing housing subsidies or paying additional fees and furnishing.

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M.4.13 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.

M.4.13.a Compliance with the housing plan is determined by participation with program requirements and expectations.

M.4.14 Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.

M.4.15 Provide the COUNTY FS Supervisors and FS Analyst with a copy of the formal budget agreement, signed by both the customer and CONTRACTOR for review and approval prior to issuing monthly permanent housing subsidies.

M.4.15.a Written COUNTY FS Analyst or CWES Program Manager approval is required for each month that a housing subsidy will be paid by CONTRACTOR.

M.4.15.b Initial and additional permanent housing subsidies shall not be paid by CONTRACTOR without obtaining written COUNTY FS Supervisor, COUNTY FS Analyst or CWES Program Manager approval.

M.4.16 Record and report each customer’s intake and assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider’s secure program database.

M.4.17 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords. This includes providing the landlords with information about CONTRACTOR’s services.

M.4.18 Establish trust and confidence between the landlord, the customer, and CONTRACTOR. This also includes: the identification of available housing that meets the customer’s basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR’s service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.

M.4.19 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families to include but not be limited to: Housing Authority, Door to Hope, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound and Sun Street Centers. Connect referred customers to

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these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.

M.4.20 Obtain COUNTY permission prior to closing FS services and following standard closing processes.

M.5 **Subsidized Housing List Development**

M.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.

M.5.1.a The housing list shall be updated weekly, and new listings shall be added to replace listings that are removed or no longer available.

M.5.1.b The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, San Lucas, and San Ardo), the Monterey Peninsula, and the greater Salinas areas.

M.5.2 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment. Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.

M.5.3 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:

M.5.3.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.

M.5.3.b Respond to landlord/site contact inquiries within forty-eight (48) hours.

M.5.3.c Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.

M.6 **Program Staff**

M.6.1 **Housing Program Manager**

M.6.1.a Provide at least one (1) Housing Program Manager at .75 FTE to supervise the Program Staff for both programs and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.

M.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

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M.6.1.c For FS Program, the Housing Program Manager shall communicate regularly with the COUNTY FS Supervisors, COUNTY FS Analyst, and/or CWES Program Manager.

M.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.

M.6.1.e Attend additional FS Program meetings as necessary/required.

M.6.2 **Housing Case Manager**

M.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE to deliver intensive case management services for both programs detailed in this Agreement.

M.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section G.3 Intake and Assessment.

M.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.

M.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.

M.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).

M.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.

M.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.

M.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.

M.6.2.i Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.

M.6.2.j Ensure that Weekly Housing Coordination Reports are completed by the Housing Specialist for each FS customer actively placed in subsidized temporary and permanent housing.

M.6.2.k Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY FS Supervisors.

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M.6.2.l	Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
M.6.2.m	Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
M.6.2.n	Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment.
M.6.2.o	This report shall be made in writing using secure electronic mail.
M.6.2.p	The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
M.6.2.q	Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
M.6.2.r	Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
M.6.2.s	Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
M.6.2.t	Coordinate with each COUNTY FS referred customer's COUNTY FS Case Manager to incorporate the housing plan participation as an activity and component of the customer's FS plan.
M.6.2.u	Participate in group meetings as requested which may include either combination of the COUNTY referred customer, COUNTY staff, COUNTY FS Case Manager, COUNTY FS Supervisors, COUNTY FS Analyst, Housing Specialist, Housing Case Manager, Housing Program Manager and/or landlords/site contacts.
M.6.2.v	Provide bi-lingual (English-Spanish) case management services either directly or through the use of an interpreter.
M.6.2.w	Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
M.6.2.x	Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
M.6.2.y	If a FS customer is not satisfied or if basic housing needs are not met, communicate with FS program staff using secure electronic mail and discuss plans to satisfy the customer and/or meet basic housing needs.
M.6.2.z	Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.

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Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.

M.6.2.aa Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.

M.6.2.bb Report to the customer's COUNTY FS Case Manager using secure electronic mail whenever a COUNTY FS referred customer misses a scheduled appointment or the customer's services are required to be interrupted and/or discontinued.

M.6.2.cc Enter the service end date and final service outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.

M.6.3 **Housing Specialist**

M.6.3.a Provide at least two and one-half (2.5) Housing Specialists at 2.5 FTE for both programs and to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.

M.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.

M.6.3.c The Housing Specialist shall identify and obtain subsidized temporary shelter the same day as the customer attends and completes the intake and assessment for FS program customers.

M.6.3.d The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.

M.6.3.e Housing Specialist services will be provided weekly to each FS customer referred.

M.6.3.f The Housing Specialist shall provide a Weekly Housing Coordination Report detailing the weekly progress that each COUNTY FS referred customer has made toward obtaining subsidized temporary and permanent housing.

M.6.3.g The Weekly Housing Coordination Report shall also identify each customer that is currently placed in subsidized housing and provide a running total of the number of current subsidized housing placements.

M.6.3.h The Weekly Housing Coordination Report shall also identify those COUNTY FS referred customers that are nearing completion of CONTRACTOR paid housing subsidies and are not yet able to afford or maintain unsubsidized permanent housing.

M.6.3.i The Weekly Housing Coordination Report shall be provided to the Housing Case Manager, Housing Program Manager, and the COUNTY FS Supervisors weekly on the first business day of the week with information pertaining to the previous week.

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M.6.3.j The Housing Specialist shall provide basic housing search skills training and support to each COUNTY-referred customer that they are assigned. The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude. The Housing Specialist shall report FS program identified potential barriers to the COUNTY FS Case Manager or COUNTY FS Supervisors.

M.6.3.k Ensure a current and accurate subsidized housing list is developed and maintained according to Section M.5 Subsidized Housing List Development.

M.6.4 **Program Assistant**

M.6.4.a Provide at least one program assistant at .45 FTE for both programs. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.

M.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

N. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

N.1 **Administration**

N.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement

N.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.

N.1.3 Communicate at a minimum within two (2) working days to:

N.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.

N.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.

N.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.

N.1.5 Conduct a minimum of one (1) contract monitoring visit to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.

N.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit. Monitoring visits will include a review of each line item in this Agreement.

N.2 **Tracking & Reporting**

N.2.1 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated FSP-14 monthly reporting requirements.

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N.2.2 Report to the State as required regarding AB 74 Family Stabilization expenditures and participation.

N.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.

N.2.4 Monitor open cases to ensure customer's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

N.3 **Intake & Referral**

N.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.

N.3.2 Manage and monitor waiting lists as needed

N.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.

N.3.3.a Maintain and refer up to twenty (20) COUNTY FS customers each month.

N.3.4 Submit the following referral information using secure electronic mail or fax to CONTRACTOR on **FS Referral Form** (**Exhibit A-10**):

N.3.4.a Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.

N.3.4.b An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable **(Exhibit A-4**).

N.3.4.c For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

N.4 **Program Staff**

N.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including, but not limited to:

N.4.1.a COUNTY FS Analyst

N.4.1.b COUNTY FS Supervisors

N.4.1.c COUNTY FS Case Managers

N.4.1.d COUNTY CWES Program Managers

HOUSING SUPPORT & FAMILY STABILIZATION PROGRAMS

O. DATA REPORTING INSTRUCTIONS & SUBMISSION

O.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report and FSP-14 report.

O.2 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for customers of both HSP and FS Programs.

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O.3 All HSP14 reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.

O.4 All Monthly HMIS data must be collected and summarized monthly for review with contract monitor at monthly case review meetings.

P. PAYMENT PROVISIONS

P.1 County shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, Section I. PAYMENT BY COUNTY.

P.2 **2026-27 PAYMENT SUMMARY**

Service	HSP	FSP	Total
Housing Program	**$1,000,000**	**$600,000**	**$1,600,000**

The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one-million six-hundred thousand dollars and zero cents ($1,600,000.00)** as detailed in the Budget (**Exhibit C-1** & **Exhibit C-2**).

P.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoice in the form of **Exhibit D-1** and **Exhibit D-2**, **Invoice**.

P.3 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D-1** and **Exhibit D-2**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027.*

P.4 All original signed invoices shall be submitted to the County Contract Manager as listed in Section C.

(End of Exhibit A)

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HOUSING SUPPORT PROGRAM GUIDELINES

A. PROGRAM BACKGROUND

The CalWORKs Housing Support Program (HSP), established by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), is intended to foster housing stability for families experiencing or at-risk of homelessness in the CalWORKs program. Per Welfare and Institutions Code (WIC) Section 11330.5(c), The HSP funding must be used to support projects that follow evidence-based housing interventions, including homelessness prevention services and/or the core components of rapid rehousing. Further, WIC Section 8256 requires that all state-funded housing programs, including HSP, operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in All County Letter (ACL) 19-114 and ACL 24-88.

B. PROGRAM ELIGIBILITY

The HSP eligibility is broadly defined by WIC Section 11330.5 and includes CalWORKs recipients who are experiencing homelessness or at-risk of homelessness, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being.

C. ELIGIBLE CALWORKS RECIPIENTS

As further defined below, counties may now serve eligible families at-risk of homelessness. Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. Every effort should be made to serve all families in the CalWORKs program experiencing homelessness given expanded program funds.

The HSP identifies and targets the whole population of families in the CalWORKs Program experiencing homelessness regardless of housing and income barriers. Consistent with Housing First, programs should not create additional criteria for eligibility or exclude any population from being served. All CalWORKs recipient families are eligible to be served through HSP, including the following types of assistance units:

C.1 **Welfare-to-Work (WTW)** | An assistance unit [AU] type that includes Single-Parent and Two-Parent households with an aided adult who is not exempt from work activities and not sanctioned.

C.2 **Exempt** | An exemption excuses a CalWORKs participant from Welfare to Work requirements.

C.3 **Child Only** | Cases in which only the children in an AU are aided due to the exclusion or ineligibility for cash aid of the AU parent(s).

C.4 **Safety Net** | Cases in which only the children in an AU are aided due to the parent(s) being discontinued from cash aid because they reached their 48-month lifetime assistance limit.

C.5 **Sanctioned** | The process by which adult(s) are removed from CalWORKs support because at least one failed to comply with WTW program requirements without good cause, and County staff compliance efforts failed. Eligible children in an AU continue to receive funding. This includes long-term sanctioned cases.

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C.6 **CalWORKs Family Reunification (AB 429)** | The continuation of CalWORKs services when a child has been removed from the home and is receiving out-of- home care.

C.7 **CalLearn** | Statewide program for pregnant and parenting teens in the CalWORKs program. It is designed to encourage pregnant and parenting teens to graduate from high school or its equivalent, become independent, and form healthy families.

C.8 Per WIC 11330.5(h), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.

D. DEFINITION OF HOMELESSNESS

The CalWORKs HSP funding must be used to assist families in the CalWORKs program who are experiencing homelessness pursuant the U.S. Department of Housing and Urban Development (HUD) definition in 24 CFR section 91.5 under "Homeless" Sections (1)-(4) and in Attachment Two: Definition of Homelessness, Prioritization and HSP 14 of All County Welfare Directors Letter (ACWDL) dated May 13, 2021.

E. DEFINITION OF AT-RISK HOMELESSNESS

E.1 For the purposes of HSP, a person is defined as "at-risk of homelessness" when they:

- E.1.1 are experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being;
- E.1.2 have no subsequent permanent residence secured; and
- E.1.3 lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

E.2 This definition of "at-risk of homelessness" is inclusive of, but not limited to the HUD definition of "at-risk of homelessness" under 24 Code of Federal Regulations section 91.5. This means participants who meet the HUD definition of "at-risk of homelessness" shall be deemed "at-risk of homelessness" under the definition set out in this section.

E.3 Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. See Attachment Two for more on homelessness prevention targeting and prioritization.

E.4 At-Risk Self-Attestation

- E.4.1 **Families shall be allowed to self-attest that they meet the definition of "at-risk of homelessness" in this section.** No additional verification or documentation demonstrating that a family meets the definition of "at-risk of homelessness" is needed; counties shall not require further evidence for the purposes of HSP enrollment. This self-determination assumes that families in the CalWORKs program who are at-risk of homelessness are already more vulnerable to homelessness than the general population.
- E.4.2 Once a family has met the "at-risk of homelessness" definition in this section, counties may assess for other criteria indicative of vulnerability related to risk of homelessness for further prioritization.

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F. DEFINITIONS AND EXAMPLES OF HOMELESS VS PREVENTION ASSISTANCE

F.1 Grantees will be asked to report on their use of funds for prevention. See the table below, which provides definitions and examples to help clarify whether assistance should be tracked and reported as "homeless assistance" vs. "homelessness prevention assistance".

Type	Definition	Example	Homeless vs Prevention Assistance
Literally Homeless*	Updated in ACWDL dated May 13, 2021, HSP follows the HUD definition of homeless in 24 CFR section 91.5.	Example 1: Family living in a car for any amount of time. Example 2: Family residing in/exiting Project Roomkey or other shelter setting.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.
At Imminent Risk of Homelessness	Updated in ACWDL dated May 13, 2021, HSP follows the HUD definition of homeless in 24 CFR section 91.5, which includes families who will imminently lose housing within 14 days as homeless: An individual or family who will imminently lose their primary nighttime residence, provided that: The primary nighttime residence will be lost within 14 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;	Example 1: Family is couch surfing with a friend but has been asked to leave in a week and has no other support or resources. Example 2: Family with a 3-day pay or quit notice in hand and has no other support or resources.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.

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Type	Definition	Example	Homeless vs Prevention Assistance
At-Risk of Homelessness**	A client is "at-risk of homelessness" when they: are experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being; have no subsequent permanent residence secured; and lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing. Participants shall be allowed to self-attest that they meet this definition. This definition of "at-risk of homelessness" is inclusive of, but not limited to, the HUD definition of "at-risk of homelessness" under 24 CFR section 91.5. This means participants who meet the HUD definition of "at-risk of homelessness" shall be deemed "at-risk-of homelessness" under the definition set out in this section.	Example 1: Family has been couch surfing for months, but identifies concern about the stability of their current situation since they will likely need to leave within the next month and has no other support or resources.	Homelessness Prevention Assistance. Participants within this definition of at-risk of homelessness are counted towards spending on homelessness prevention.

*Effective May 13, 2021, the HSP definition of homelessness was updated to the ***HUD definition in 24 CFR section 91.5 under "Homeless" Sections (1)-(4)***.
**Effective as of the date of this letter.

G. PROGRAM SERVICE TYPES

Per Welfare and Institutions Code (WIC) Section 11330.5(c), HSP funding must be used to support projects that utilize evidence-based housing interventions, including homelessness prevention services and/or the core components of rapid rehousing.

G.1 Rapid Rehousing Core Components

Rapid rehousing program standards are detailed below for each of the three core components. While a household that is rapidly rehoused is not required to utilize all three core components, counties operating HSPs **must offer** program participants all three core components of rapid rehousing, utilizing a Housing First approach:

G.1.1 **Housing identification:** Activities under this core component include, but

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are not limited to, recruiting landlords with units in the communities and neighborhoods where program participants want to live and negotiating with landlords to help program participants access housing.

G.1.2 **Rent and move-in assistance:** Activities under this core component include, but are not limited to, paying for security deposits, move-in expenses, rent, and utilities. Rent and move-in assistance should be flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to transition immediately out of homelessness and to stabilize in permanent housing.

G.1.3 **Case management and services:** The goals of rapid re-housing case management are to help participants obtain and move into permanent housing, support participants with housing stability, and connect them to community and mainstream services and supports if needed. Housing-related case management should begin at entry into the program and continue throughout until a family is stably housed. Housing-related case plans should be developed in close coordination with the CalWORKs and any other (e.g., child welfare) case plans in addressing a family's needs. **Housing-related case management should complement, but not replace or supplant traditional CalWORKs case management.**

G.1.4 The core components of rapid rehousing can be provided by a single agency or in partnership with other agencies. The core components of rapid rehousing were developed in collaboration with, and endorsed by, the United States Interagency Council on Homelessness (USICH), the Department of Housing and Urban Development (HUD), and the Department of Veterans Affairs (VA).

G.2 **Homelessness Prevention Assistance**

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, first month's rent and/or security deposits, landlord mediation, repairs, connection to housing stabilization services, habitability/accessibility improvements, and housing navigation.** Refer to Attachment Two for more information expanding HSP programming to serving families at-risk of homelessness.

H. PROGRAM PRIORITIZATION

H.1 To ensure that funding remains prioritized for those with the highest vulnerabilities, CDSS expects that counties use the majority of funds to support people experiencing homelessness**. Counties are encouraged to limit overall spending on homelessness prevention assistance for families at-risk of homelessness to no more than 30 percent of the allocation, refer to the table above for definitions and examples of homeless assistance versus prevention Assistance.**

H.2 Counties unable to serve all eligible families in the CalWORKs program who are experiencing or at-risk of homelessness should use a prioritization framework and assessment to determine assistance and may not allow individual case managers to

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determine prioritization on a case by case basis. It is critical that prioritization criteria are consistent and not subject to the bias of an individual case manager or staff.

H.3 Counties should include their prioritization framework in written program policies to ensure consistent application across the program and to assist CDSS in understanding best practices across the state.

H.4 It is important to note that families in the CalWORKs Program are likely already more vulnerable to homelessness than the general population. Given that HSP serves CalWORKs families, HSP by design is targeting services to those at increased risk of homelessness. Prioritization or assessment processes should incorporate the following principles, regardless of the tool used:

H.4.1 **Be applied consistently** across the program and should not rely on the social worker's individual determination of who to serve.

H.4.2 Incorporate factors that are evidence-based or promising best practices, such as targeting services to those most at-risk of homelessness.

H.4.3 Delivered and framed in **an easy-to-understand and trauma-informed** manner that centers the client's needs, including the timing of the assessment components or conducting the assessment in multiple stages if the client is in crisis and/or hesitant to engage. Counties are strongly encouraged to use data that may already have been collected to inform the assessment process and to avoid repetitive or traumatic questions.

H.4.4 Adopt a **racial equity lens and framework**. The Centre for Social Data Analytics and the Government Alliance for Race and Equity recommends testing assessment process against questions such as: Is the assessment tool equally predictive and useful for all racial groups? When applying the tools, what will this mean for a person? Who will gain and who will be burdened? What information has already been gathered about how the tool impacts people of color?

H.4.5 Reduce barriers to entry and participation to the degree possible, versus being a tool to primarily screen people out.

H.4.6 Be used to assist families in obtaining housing that prioritizes client choice, considering the family's needs and preferences.

H.4.7 Offers and provides reasonable accommodations to people with disabilities.

I. HOUSING FIRST

I.1 The HSPs must be operated in accordance with Housing First principles. WIC Section 8256 requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in ACL 19-114 and ACL 24-88.

I.2 Housing First means that families should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."

I.3 CDSS has developed and previously requested that counties complete a Housing First Self-Assessment to support counties in assessing their adherence to and adoption of Housing First, and identify areas for development. CDSS reserves the right to request

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that counties complete a Housing First Self-Assessment throughout the technical assistance process. For example, this may be requested from counties establishing new programs or when a Housing First practice requires improvement or refinement. This Housing First Self-Assessment is an important tool for HSP counties to use through their continuous quality improvement practices and can be found in the ACWDL dated August 2, 2018 and was developed using the:

I.3.1 Housing First core components in WIC Section 8255;

I.3.2 U.S. Interagency Council on Homelessness (USICH) Housing First Checklist

I.3.3 U.S. Department of Housing and Urban Development (HUD) Housing First Assessment Tool

I.3.4 Corporation for Supportive Housing (CSH) Checklist

J. COLLABORATION ON THE HOMELESS RESPONSE SYSTEM

J.1 Counties operating HSP are required to coordinate with their homelessness response system, including participation in the local homelessness Continuum of Care (CoC), Coordinated Entry System (CES), and Homeless Management Information System (HMIS) to understand and meet the needs of the local community as well as to understand and address racial disproportionality for people experiencing homelessness **(Exhibits A-8 & A-9)**.

J.2 Counties are also strongly encouraged to collaborate with other partners, such as local child welfare, behavioral health and emergency response systems, local Medi-Cal managed care plans, Public Housing Authorities (PHAs), educational and family resource networks, domestic violence agencies, legal aid organizations, and other relevant networks to maximize available funding and connect participants to additional resources and supportive services. Information on these collaborations will be requested in future program updates. Counties may use HSP funds to establish specific positions to support the coordination of these systems.

K. RACIAL EQUITY

K.1 CDSS requires counties to commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous people and other people of color. Black and Indigenous people experience homelessness at significantly higher rates than whites, largely due to long-standing historical and structural racism. In California, Black people account for seven percent of the general population, but represent more than 31 percent of people experiencing homelessness. The disproportionality in homelessness is a by-product of systemic inequity – racism continues to perpetuate disparities in critical areas that impact rates of homelessness, including poverty, segregation/rental housing discrimination, incarceration, and access to health care.

K.2 Additionally, per Government Code Section 8899.50, each county must also operate its HSP in a manner that affirmatively furthers fair housing. This means that HSP must be operated in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

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K.3 Counties should review demographic data of HSP and CalWORKs participants to understand how program demographics compare to the racial and ethnic makeup of low income and unhoused families. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.

K.4 Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming.

K.5 Counties are encouraged to seek meaningful input and participation from current and former CalWORKs recipients, including recipients of color that to go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences. Additionally, CDSS will provide technical assistance opportunities to help counties address racial equity within HSP programming. The HSP funds can be used to support efforts such as a racial equity analysis or plans for HSP.

K.6 Counties are encouraged to review the following reports and resources: Reports

- K.6.1 Racial Inequalities in Homelessness, by the Numbers
- K.6.2 Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- K.6.3 A Brief Timeline of Race and Homelessness in America
- K.6.4 Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness
- K.6.5 Equity-Based Decision-Making Framework
- K.6.6 Framework for an Equitable COVID-19 Homelessness Response
- K.6.7 Advancing Racial Equity through Assessments and Prioritization (HUD)
- K.6.8 CA Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing.
- K.6.9 CA Business Consumer Services and Housing Agency's data portal.

L. TECHNICAL ASSISTANCE (TA)

L.1 Training and technical assistance (TA) will be provided to support counties in establishing, developing, and improving their HSP and to facilitate statewide information-sharing. The TA opportunities include one-on-one calls and email correspondence as well as in-person or virtual learning collaboratives focused on identifying and meeting the needs of HSPs throughout the state. CDSS may designate specific TA or training as mandatory, including for specific staff, such as program leads.

L.2 The TA and training topics may include strategies for strengthening outreach, case management, advocacy, housing navigation, homelessness prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, and improving collaboration with the local homelessness response system. The TA and training may be conducted by CDSS or a CDSS designated contractor. Additionally, programs may utilize HSP funds to provide program-specific training in areas identified by the county or CDSS to support continuous quality improvement.

L.3 Based on feedback from current counties, CDSS plans to establish cross-program opportunities for TA engagement. CDSS has started hosting joint office hours to address questions across various CDSS-funded programs, rather than holding separate program-specific sessions.

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M. DATA REPORTING AND INTEGRATION

Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of the HSP. Data needs should be considered when deciding on staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with HMIS administrators, service providers, and other entities that are part of the data integration process.

M.1 HSP-14/Monthly Reporting

M.1.1 Counties are required to provide aggregate level-data on a monthly basis via the HSP-14 report which is to be submitted via the (admReportHSP14@dss.ca.gov).

M.2 *Interim HSP-14 Reporting Update*

M.2.1 With adoption of the Department of Housing and Urban Development (HUD) definition of Homelessness in *24 CFR section 91.5 under "Homeless" Sections (1)-(4)* and definition of at-risk of homelessness within this letter, CDSS is providing interim reporting guidance on select elements of the HSP-14 to accommodate the expansion of program eligibility. **To further implement this change, additional instructions and updates regarding reporting in the HSP-14 will be provided under separate cover.** In the interim, for reporting families under **Item 9** in the HSP-14, the family's residence status at time of approved request/referral:

M.2.2 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (1)(ii) and (1)(iii) should be reported in Item 9.a.1. "Family has a primary nighttime residence that is a supervised publicly or privately-operated shelter designed to provide temporary living accommodations" (cell 24).

M.2.3 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (1)(i) should be reported in Item 9.a.2. "Family resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings" (cell 25).

M.2.4 For anyone who meets homeless definitions 24 CFR section 91.5 under "Homeless" (2), (3), and (4) or the definition of at-risk of homelessness as defined under Attachment One: Program Eligibility above should be reported in Item 9.b. "Family is in receipt of judgement for eviction, as ordered by the court" (cell 26).

M.2.4.a **Note:** HSP eligibility **is not** contingent on receipt of judgement for eviction. Refer to Program Eligibility section above for expanded eligibility for HSP.

M.3 Homeless Management Information System

M.3.1 Effective July 1, 2020, counties (or their contracted partners) operating an HSP are required to enter all HSP participants into the local Homeless Management Information System (HMIS) to better align HSP with the broader homelessness response system. The HMIS is a critical part of an effective Coordinated Entry System and system-wide approach to homelessness and can help communities better match people with resources and interventions; understand their community need, populations served,

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interventions needed, and outcomes; as well as identify intersections and gaps in services.

M.4 Assembly Bill (AB) 977 Data Reporting Requirements

M.4.1 Assembly Bill 977, Chapter 397, Statutes of 2021 includes additional requirements of utilization of HMIS for HSP. Beginning on January 1, 2023, a county or entity operating HSP, as a condition of receiving state funds, shall enter the Universal Data Elements (Items 3.01–3.917) and the Common Data Elements (Items 4.02–4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development Homeless Management Information System Data Standards. The HSP grantees should follow HUD guidance on HMIS project set-up for HSP as an HMIS project and collect the appropriate data elements.

M.4.2 Grantees should collaborate with their CoC's HMIS lead to ensure proper project setup. Any county that does not already collect and enter these data into the local HMIS shall, upon request, receive technical assistance and guidance from staff of the Interagency Council on Homelessness and, as available, from federal partners, including, but not limited to, the United States Department of Housing and Urban Development. To request technical assistance, counties may either contact the Council directly at HCFC@BCSH.ca.gov or they may send their request to Housing@dss.ca.gov and CDSS staff will coordinate the facilitation of any necessary technical assistance between the county and Council staff. Additional guidance regarding AB 977 requirements and implementation will be provided under separate cover.

N. PROGRAM PERFORMANCE AND EVALUATION

Counties are expected to regularly measure, monitor, and communicate program impact and performance. Counties should establish and consistently track performance benchmarks, including the best practice Rapid Rehousing Performance Benchmarks below, and collect data to measure progress and to inform continuous quality improvements:

N.1 Reduce the length of time program participants spend homeless

N.1.1 For a program to meet this performance benchmark, households served by the program should move into permanent housing in an average of 30 days or less.

N.2 Exit households to permanent housing

N.2.1 For a program to meet this performance benchmark, at least 80 percent of households that exit a rapid re-housing program should exit to permanent housing.

N.3 Limit returns to homelessness within a year of program exit

N.3.1 For a program to meet this performance benchmark, at least 85 percent of households that exit a rapid re-housing program to permanent housing should not become homeless again within a year.

N.4 Programs should consider:

N.4.1 Number of families with increased income at exit

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N.4.2 Number of families exiting CalWORKs due to over-income
N.4.2.a **Note**: Per WIC 11330.5(h), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.
N.4.3 Number of families with improved employment or educational circumstances at exit
N.4.4 Participant satisfaction metrics
N.4.5 Equity data including:
N.4.5.a race and ethnicity of participants,
N.4.5.b disability status of participants,
N.4.5.c primary language of participants, and
N.4.5.d geographic location/distribution where housing is preserved or obtained

N.5 There are other indicators that may be helpful in evaluating program performance and impact, such as length of time between referral and enrollment, between enrollment and placement in interim housing, or number of participants housed and unhoused at program enrollment. CDSS will continue to provide further guidance, including through technical assistance, on how to set and monitor program performance indicators.

N.6 CDSS will conduct ongoing monitoring of program performance using program data, claiming information, and updates submitted by counties. Consistent with evidence-based programming, CDSS aims to utilize outcomes data to inform future funding.

N.7 Therefore, counties are encouraged to use data to conduct their own program management, oversight, and continuous quality improvement.

O. FORMAL STATEWIDE EVALUATION

Counties must also participate in activities related to any formal HSP evaluation, such as submitting data and logic models, conducting data reviews and cleaning, and/or participating in interviews, surveys and focus groups. Data sharing agreements with HMIS administrators may be required for efforts such as a formal evaluation. Counties may use HSP funds to support requirements related to a formal evaluation.

P. PROGRAM COMPLIANCE

Should CDSS become aware that a county is not operating the HSP consistent with statutory requirements or formal guidance issued by CDSS, the Department will notify the county that they shall amend their program within a specified timeline in order to come into compliance. CDSS will provide technical assistance to support counties and to ensure that programs are operated consistent with evidence-based practices and may request more regular program updates to reflect program compliance.

P.1 Examples of non-compliance may include, but are not limited to, failing to offer housing support and assistance as described in WIC Section 11330.5 and ACWDL dated May 13, 2021, or violating housing first requirements as described in WIC Section 8255 and 8256 and further outlined in ACL 19-114.

P.2 CDSS acknowledges that program targets and budgets are projections and may be

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subject to change given the dynamic nature of homeless assistance. CDSS is available to provide technical assistance to help counties meet their targeted number of families to house and maximize direct financial assistance.

P.3 Notice of Program Interruption to CDSS

P.3.1 Counties must notify CDSS in writing at least thirty days in advance of any temporary or permanent interruption to HSP services for any reason, including fully spending their allocation.

(End of Exhibit A-1)

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GUIDELINES ON HOMELESS PREVENTION

A. BACKGROUND

The HSP eligibility has been expanded to include families in the CalWORKs program who are at-risk of homelessness or who are recently homeless. This expansion may significantly impact how counties design and contract the program.

B. TYPES OF HOMELESS PREVENTION ASSISTANCE

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, security deposits, rental assistance, landlord mediation, repairs, habitability/accessibility improvements, and housing navigation and relocation.**

C. TARGETING HOMELESSNESS PREVENTION ASSISTANCE

According to the National Alliance to End Homelessness (NAEH) Prevention Targeting 101, while homelessness prevention refers to a broad category of services, research shows that homelessness prevention is more effective when targeted to the people who are most likely to fall into homelessness in the absence of preventative assistance. **Therefore, among families eligible for homelessness prevention assistance due to being at-risk of homelessness, counties should prioritize serving families with the greatest risk factors for homelessness, including households with multiple risk factors as listed below.**

C.1 Targeting households who are closer to the anticipated loss of housing increases the chances they will actually need financial assistance from the homeless assistance system in order to stay out of shelter. The more time a household has until their housing situation ends, the more likely it is they will find a workable solution for their current situation that does not require assistance. For this reason, households that have come seeking emergency shelter but may still be in their own housing situation are often good candidates for receiving homelessness prevention assistance.

C.2 The Homeless Management Information System (HMIS) or similar data collection system can provide the data the program needs to further identify and target service needs.

C.3 Counties should consider targeting homelessness prevention assistance to households that have risk factors for housing instability and homelessness. Some risk factors to consider include:

- C.3.1 Single parent households
- C.3.2 Households with children under two
- C.3.3 Disabilities in the household
- C.3.4 Criminal records
- C.3.5 History of conduct notices or other lease violations
- C.3.6 Past evictions
- C.3.7 Pregnancy
- C.3.8 Number of and length of previous homeless episodes
- C.3.9 Immediate crises such as domestic abuse
- C.3.10 Living situation prior to entering the homeless assistance system (doubled up or not being a leaseholder)
- C.3.11 Employment status

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C.3.12 Household size and membership (presence of children, their ages, etc.)

C.4 Without using available shelter data in selecting homelessness prevention assistance criteria, communities may run a higher risk of inadvertently serving people who would never have become homeless in the first place, limiting the resources available to households that truly need them. The National Alliance to End Homelessness Prevention Targeting 101 briefing includes factors for consideration for programs without access to shelter data.

D. EVICTION PREVENTION

D.1 Eviction prevention is distinct from homelessness prevention in that it is not narrowly targeted to only those households who are at-risk of homelessness due to a potential eviction. Homelessness prevention efforts often include eviction prevention strategies such as short term or one-time financial assistance payments, including payment of back rent, but may also offer more substantial case management or other supportive services.

D.2 Eviction prevention strategies for CDSS programs, including HSP, during COVID-19 are outlined in ACWDL dated January 14, 2021, and information on requirements for HSP to leverage federal and state rent relief resources is outlined in the section below.

E. REPORTING REQUIREMENTS ON FOR HOMELESS PREVENTION

E.1 Effective prevention programs for families at-risk of homelessness may require a different set of interventions, outreach efforts, processes, contractors, data collection, and community partners than those established for homeless assistance interventions. Counties should consider how the program may need to be adapted to incorporate this new intervention type. Further, counties should develop internal monitoring systems to track overall spending on prevention.

E.2 In the required program updates, counties will be asked to report on homelessness prevention services, including how those services are being delivered according to best practices. Counties will also be asked to report on their use of funds for homelessness prevention.

(End of Exhibit A-2)

EXHIBIT A-3

CalWORKs Housing Support Program (HSP) Referral Form

County of Monterey
DEPARTMENT OF SOCIAL SERVICES

Date: _____
Case Name: _____
Case Number: _____
CW Aid Code: _____

DEMOGRAPHIC INFORMATION:

Household (HH) Name: _____ (Last, First, Middle) _____ (DOB) _____ (Phone/Contact Number (Required))

Primary Language: _____ Total # in HH: _____ Email: _____

Comments or Landlord Contact: _____

SECTION I: *Family must be homeless **or** imminently lose their residence within 14 days of application.*

1. Is family currently homeless?
- Yes ☐ *Continue to #3, then Section II*
- No ☐ *Continue to #2*

2. Will the family imminently lose their primary nighttime residence within 14 days and have no subsequent residence identified?
- Yes ☐ Date must vacate: _____ *(Provide landlord contact in comment box above)*
- No ☐ ***STOP*****

3. Address: _____ (Client Address/Living Location/Shelter Name) _____ (City) _____ (Zip Code)

Homelessness and imminent risk of homelessness is defined by 24 CFR section 91.5 under Homeless. ** **STOP: HH is potentially **not** eligible for HSP; upload form to images, enter case comments in journal, and evaluate HH for other supportive programs.*

SECTION II:

1. Does HH have income other than CalWORKs grant? (e.g., UIB, SDI, SSA, Workers' Compensation, Subsidized Housing, etc.)
- Yes ☐ *Continue to #2, then to Section III*
- No ☐ *Continue to Section III*

2. Total Monthly HH Income/Subsidized Housing $_____ ☐ Earned ☐ Unearned ☐ Subsidized Housing

SECTION III: *HH must authorize release of information for HSP provider. If HH is not present to sign form ABCDM 228 at time of referral, verbal consent can be obtained until program provider can complete follow up during program intake.*

Is HH able to sign ABCDM 228?
- Yes ☐ *Have HH sign ABCDM 228 and attach copy to email*
- No ☐ *Obtain verbal authorization to begin referral and inform HH that HSP provider will require a signed release upon program intake*

Referred By: _____ (Worker Name and Title) _____ (Email) _____ (Date)

Other Housing Assistance Issued:
- Temporary Homeless Assistance: No ☐ Yes ☐ Dates: _____
- Permanent Homeless Assistance: No ☐ Yes ☐ Dates: _____

SECTION IV: *Welfare-To-Work (WTW) - Is HH member an active or sanctioned participant?*

Is there a WTW HH member?
- No ☐ ***Submit for HSP Processing*** **Submit to HSP** ***Form is complete upon email submission***
- Yes ☐ ***Submit CWES for Family Stabilization review*** **FSP Review** ***You will be notified of outcome after the review.***

For Use by CWES FS Staff Only

FS Review By: _____ (Worker Name and Title) _____ (Email) _____ (Date)

- ☐ FSP Eligible: Re-diverted to FS for services **Reject HSP**
- ☐ FSP Ineligible: Return to HSP for services **ReSubmit to HSP**

Indexing: Scope = Case; Category = Service Arrangements; Type = Referral: Service/

EXHIBIT A-4

STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

HSP___ FSP___ HP___ RRH___

AUTHORIZATION FOR RELEASE OF INFORMATION

To: HOUSING RESOURCE CENTER
(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

I, _____, RESIDING AT _____ HEREBY AUTHORIZE YOU TO RELEASE TO THE **DEPARTMENT OF SOCIAL SERVICES** SPECIFIC INFORMATION REQUESTED BY THIS AGENCY CONCERNING: **CalWORKs case status, housing/shelter service needs as well as related case management information.**

I FURTHER AUTHORIZE THE SHARING OF INFORMATION BETWEEN BOTH AGENCIES REGARDING MY CalWORKs CASE. THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE: **To refer and monitor participation and progress in Housing Resource Center services.**

DISCLOSURE IS AUTHORIZED FOR THE PERIOD OF: 12 months from signature date.

I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME.

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF CalWORKs CUSTOMER	DATE

BIRTH DATE	MOTHER'S MAIDEN NAME

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

DISTRIBUTION: EMAIL copy to 501- Housing Support Program
HARD COPY: customer
C-IV VIRTUAL PRINT TO: Service Arrangements, Referral: Service/Activity/Job Order, Case

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STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

HSP___ FSP___ HP___ RRH___

AUTHORIZATION FOR
AUTORIZACION DEL SOLICITANTE PARA DAR INFORMACION

To: HOUSING RESOURCE CENTER
(AGENCIA O INDIVIDUO DE QUIEN SE SOLICITA INFORMACION)

Yo, _____, RESIDO EN _____ AUTORIZO A DAR INFORMACION AL **DEPARTAMENTO DE SERVICIOS SOCIALES** INFORMACION ESPECIFICA SOLICITADA POR ESTA AGENCIA SOBRE: **estado del caso CalWORKs, necesidades de servicios de vivienda/refugio, así como información relacionada al caso.**

AUTORIZO EL INTERCAMBIO DE INFORMACION ENTRE AMBAS AGENCIAS EN CUANTO A MI CASO DE CalWORKs. ESTA INFORMACION ES NECESARIA POR LA SIGUIENTE RAZON: **Para consultar y monitorear la participación y progreso de los servicios de Housing Resource Center.**

ESTA DECLARACION ES VIGENTE POR EL PERIODO DE: 12 meses desde la fecha que se firma.

YO TENGO EL DERECHO DE CANCELAR ESTA AUTORIZACION EN CUALQUIER MOMEMTO.

ESTE FORMA FUE COMPLETADA Y LEIDA POR MI (O LEIDA PARA MI) EN SU TOTALIDAD ANTES DE FIRMARLA.

FIRMA DEL CLIENTE DE CalWORKs	FECHA

FECHA DE NACIMIENTO	NOMBRE DE SOLTERA DE LA MADRE

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

DISTRIBUTION: EMAIL copy to 501- Housing Support Program
HARD COPY: customer
C-IV VIRTUAL PRINT TO: Service Arrangements, Referral: Service/Activity/Job Order, Case

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Monterey County
CalWORKs Housing Support/Family Stabilization Programs

Case Closure Report

Case Name: _____ Program: ◯ HSP ◯ FSP

DSS Referral Date: _____ DSS Case Number: _____

HRC Referral Date: _____ HMIS Case Number: _____

First Appointment Date: _____ Closure Date: _____

1. This case is being discontinued for the following reason: *(Select one)*

◯ **Housing Stabilized**: Family's housing has stabilized
Date Client was Permanently Housed: _____

◯ **Other Program**: Family has entered another housing program
Housing Program Name or Provider: _____

◯ **No Active CalWORKs**: Family does not have an active CW participant, except if due to over income
Discontinue date: _____

◯ **Program Criteria Not Met**: Family has not met program criteria or complied with service agreement terms
Attach Case Closure Letter with Explanation

◯ **Moved:** Family moved out of Monterey County
New County of Residence: _____

◯ **Unknown/Unreachable:** Family was unreachable or current whereabouts are unknown
Attach documentation of attempts to reach family

◯ **Other/Withdraw:** Other reasons including request to withdraw from program
Explanation: _____

2. Housing Situation at Time of Case Closure*: (Select one)* Date Determined: _____

PERMANENT HOUSING

◯ **Non-Subsidized Housing**
◯ **Subsidized (non-HSP) Housing**
◯ **Retained After Court Ordered Eviction**
◯ **Shared with Family/Friends**
◯ **Unknown**
◯ **Other:** _____

NON-PERMANENT HOUSING

◯ **Subsidized (non-HSP) Housing**
◯ **Shared with Family/Friends**
◯ **Shelter**
◯ **Non-Habitable/Homeless**
◯ **Unknown**
◯ **Other:** _____

*****REQUIRED*****

Program Return Eligibility:

◯ YES - ok to re-enroll to program ◯ CONCERNS - program consult required prior to re-enrollment

Report Completed By: _____ Date: _____ Phone Number: _____

HRC Manager Approval: _____

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HRC
Housing Resource Center
of Monterey County

Date:

Dear [Client Name],

The Housing Resource Center of Monterey County (HRC) is the provider of the CalWORKs Housing Support Program services in Monterey County. Your file/referral has been reviewed and will be closed at this time as per by the California Department of Social Services CalWORKs Housing Support Program guidelines. The specific program reasons for this action are as follows:

☐	Several Attempts to make contact were unsuccessful on the following dates:
☐	Consistently did not provide income verification documents needed for housing applications requested on the following dates:
☐	No longer a CalWORKs participant
☐	Your case does not meet the state defined homelessness or homeless prevention criteria
☐	You have missed three consecutive appointments with HRC on the following dates:
☐	You have requested your case to be closed on:
☐	Other (include dates of each event):
☐	Warning 1 issued on: Warning 2 issued on: Warning 3 issued on:

Sample

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. We are unable to complete our objective without the participation of those whom we serve. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

Sincerely,

Name
Case Manager
831-555-5555 ext. 5
casemanager@email

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HRC
Housing Resource Center
of Monterey County

January 01, 2019

Dear Customer Name,

The Housing Resource Center of Monterey County (HRC) is the provider of CalWORKs Housing Support Program services in Monterey County. Your file/referral has been reviewed and will not be reaccepted into the program at this time per our CalWORKs Housing Support Program guidelines.

The specific program reasons for this action are as follows:

- Was enrolled into the HSP program two or more times within the past 12 months (_____, _____)
- Lost contact with HRC after being previously housed by HRC on _____ and agreeing in the client contract to allow home visits
- Not showing up to appointments or returning calls after being previously housed by HRC on _____
- Knowingly providing false information to HRC staff members regarding income or housing
- An eviction was filed for the previous housing providing by HRC due to lease violations and/or excessive damage
- Threatening and/or egregious behavior toward staff and/or others that could not be amicably resolved.

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. HRC is a collaborative, Housing First, agency. We are unable to complete our housing objective without the involvement of those we serve. As circumstances change and evolve, you may resubmit your request to the program in ___ days/months for reevaluation and consideration. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

SAMPLE

Sincerely,

Name
Program Manager

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Homeless Management Information System (HMIS) Requirements

This Exhibit A-8 ("Exhibit") is hereby incorporated into and made part of the Agreement dated July 1, 2025 to June 30, 2026 ("Agreement") by and between the County of Monterey and the Housing Resource Center of Monterey County (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. **Purpose and Compliance**
   - **1.1.** CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
   - **1.2.** CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
   - **1.3.** CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties’ local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
   - **1.4.** CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC’s HMIS Oversight Committee to represent the agency.
2. **Data Entry and Reporting Requirements**
   - **2.1.** CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
   - **2.2.** CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC’s privacy policies.
   - **2.3.** CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC’s policies and procedures.
   - **2.4.** CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
   - **2.5.** CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.
3. **Privacy and Security Compliance**
   - **3.1.** CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
   - **3.2.** CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
   - **3.3.** CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.
4. **HMIS User Access and Training**
   - **4.1.** CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
   - **4.2.** All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.

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4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

5. Non-Compliance and Remedies

5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:

5.1.1. Required remedial training;

5.1.2. Temporary suspension of HMIS access;

5.1.3. Withholding of funding until compliance is achieved;

5.1.4. Termination of this Agreement for repeated non-compliance.

5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

(End of Exhibit A-8)

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Coordinated Entry Requirements

This Exhibit A-9 ("Exhibit") is hereby incorporated into and made part of the Agreement dated July 1, 2025 to June 30, 2026 ("Agreement") by and between the County of Monterey and the Housing Resource Center of Monterey County (“CONTRACTOR”). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care (“CoC”) lead agency, to evaluate individuals’ and families’ needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System (“CARS”), is managed through the local Homeless Management Information System (“HMIS”).

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.

☐ Receive client referrals solely through CARS.

☒ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

CONTRACTOR RESPONSIBILITIES

1. Purpose and Compliance

1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.

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1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.

1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.

2. Data Entry and Reporting Requirements

2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.

2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.

2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.

2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.

3. Privacy and Security Compliance

3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.

3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. Non-Compliance and Remedies

4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:

4.1.1. Required remedial training;

4.1.2. Temporary suspension of CES access;

4.1.3. Withholding of funding until compliance is achieved;

4.1.4. Termination of this Agreement for repeated non-compliance.

4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

(End of Exhibit A-9)

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EXHIBIT A-10

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

COUNTY OF MONTEREY

Date:
Case Name:
Case Number:
Worker Name:
Worker ID:
Worker Phone Number:

Service Referral

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

CUSTOMER NAME
ADDRESS LINE 1
ADDRESS LINE 2

Customer Name: _____
Need Category: _____
Need Type: _____
Need Description: Referral to HRC

Provider and address:
Housing Resource Center of Monterey County
Suite 130
60 W MARKET ST
SALINAS, CA 93901-2655

Children	Age

Comments:

CSF 136 (07/2020)

0000000395273765

1570

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1** and **Exhibit D-2**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1** and **Exhibit C-2**. Only the costs listed in **Exhibit C-1** and **Exhibit C-2** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Alexa Johnson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Monterey County Department of Social Services
Housing Support Program and Family Stabilization

July 1, 2026 - June 30, 2027

Agency Name: **Housing Resource Center**

Funding Total: **$ 1,000,000.00**

Expense Category	Budget Line	FTE	HSP Allocation	Budget Narrative
Program Personnel	FSP/HSP Case Manager	2.5	$150,356.00	2.5 FTE Case Manager (avg annual salary $58,452)
Program Personnel	FSP/HSP Housing Specialist	2.5	$146,250.24	2.5 FTE Housing Specalist (avg annual salary $56,908)
Program Personnel	Program Manager	0.4	$31,616.00	0.40 FTE Program Manager (annual salary $79,040)
Program Personnel	Program Operations Assistant	0.4	$24,128.00	0.50 FTE Program Assistant II (annual salary $60,320)
Administrative Personnel	Executive Director	0.3	$39,750.00	0.30 FTE Executive Director (annual salary $132,500)
Administrative Personnel	Accounting Support	0.4	$32,814.00	0.40 FTE Accountant (annual salary $82,035)
Administrative Personnel	Finance Manager	0.4	$40,000.00	0.40 FTE Finance Manager (annual salary $100,000)
Data Collection & Tracking	IT Equipment & Software		$6,250.00	34% of projected IT equipment expense (based on case ratio of HSP/FSP with other programs)
Data Collection & Tracking	IT Services		$6,250.00	34% of projected IT service expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Equipment Lease & Maintenance		$1,613.00	40% of copier lease (based on case ratio of HSP/FSP with other programs)
Operating Costs	Human Resources		$4,500.00	41% of outsources HR support (based on case ratio of HSP/FSP with other programs)
Operating Costs	Insurance		$7,541.00	40% of projected insurance expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Janitorial		$4,713.00	52% of janitorial expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Meetings & Travel		$4,016.00	Travel and meeting expense to support clients
Operating Costs	Rent		$30,536.00	31% of the monthly rent at 60 W. Market St., Salinas (based on case ratio of HSP/FSP with other
Operating Costs	Supplies		$4,667.00	40% of supplies expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Telephone & Internet		$5,400.00	48% of communications expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Utilities		$5,105.00	50% of projected utilities expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Vehicle Lease		$6,300.00	35% of vehicle lease expense (based on case ratio of HSP/FSP with other programs)
Direct Financial Assistance	Rental Subsides		$184,138.51	Direct customer assistance for rental assistance
Direct Financial Assistance	Security Deposits		$152,056.25	Direct customer assistance for security deposits
Direct Financial Assistance	Landlord Incentives		$5,000.00	To provide financial incentives to landlords to support housing placements
Direct Financial Assistance	Utility Payments		$10,000.00	Direct customer assistance for utility assistance
Direct Financial Assistance	Temporary Housing		$50,000.00	Direct financial assistance for temporary housing
Direct Financial Assistance	Move In Costs		$5,000.00	Direct customer assistance for housing move in costs
Direct Financial Assistance	Home Habitability		$30,000.00	Direct financial assistance for home habitability
Direct Financial Assistance	Other		$12,000.00	Direct financial assistance for application fees, credit reports, & other housing costs
	Total		**$1,000,000.00**	

Funding Source: Temporary Assistance for Needy Families (CFDA #93.558)

Note: Please keep in mind the following CDSS program guidelines

Program Operations (80% of budget)	**$ 800,545.00**	
Program Personnel *(best practice guideline 10%) Wages*		80.05%
Direct Financial Assistance *(best practice guideline 70%) Direct customer assistance for application fees, arrears, credit report, moving expenses, rental assistance, security deposit, unexpected financial burdens, utility deposit, and utility payments (list not exhaustive)*		
Administrative Costs (15% of budget)	**$186,955.00**	
Administrative Personnel *Wages and benefits for Program*		18.70%
Operating Costs *Facilities costs, furniture, equipment, office supplies, software, mileage, vehicle lease/insurance, supplies, financial literacy workshops, audit, bank charges, board expense, consultant, management, human resources, insurance, contingencies, IT services,*		
Data Collection Costs (5% of budget)	**$ 12,500.00**	1.25%
Data Collection & Tracking *Case management system, equipment, program licensing, IT services, staff and time dedicated to these activities (list not exhaustive)*		
	$ 1,000,000.00	100.00%

EXHIBIT C-2

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July 1, 2026 - June 30, 2027

Agency Name: **Housing Resource Center**

Funding Total: **$ 600,000.00**

Expense Category	Budget Line	FTE	FSP Allocation	Budget Narrative
Program Personnel	FSP/HSP Case Manager	1.0	$73,687.51	1.0 FTE Case Manager plus benefits & taxes
Program Personnel	FSP/HSP Housing Specialist	1.0	$75,569.90	1.0 FTE Housing Specalist plus benefits & taxes
Program Personnel	Program Manager	0.2	$19,764.28	0.2 FTE Program Manager (annual salary $79,040) plus benefits & taxes
Program Personnel	Program Assistant II	0.2	$14,210.68	0.20 FTE Program Assistant II (annual salary $51,272) plus benefits & taxes
Administrative Personnel	Executive Director	0.2	$26,956.28	0.20 FTE Executive Director (annual salary $115,000) plus benefits & taxes
Administrative Personnel	Accounting Support	0.2	$20,363.31	0.20 FTE Accountant (annual salary $82,035) plus benefits & taxes
Administrative Personnel	Finance Manager	0.2	$23,956.27	0.7 FTE Finance Manager (annual salary $100,000) plus benefits & taxes
Data Collection & Tracking	IT Equipment & Software		$1,000.00	3% of projected IT equipment expene (based on case ratio of HSP/FSP with other programs)
Data Collection & Tracking	IT Services		$1,025.00	3% of projected IT service expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Audit		$225.00	0.5% of the cost of the annual federal A133 audit
Operating Costs	Bank Fees & Interest		$200.00	To support the cost of bank charges and interest expense
Operating Costs	Equipment Lease & Maintenance		$500.00	12% of copier lease (based on case ratio of HSP/FSP with other programs)
Operating Costs	Human Resources		$1,710.00	33% of outsources HR support (based on case ratio of HSP/FSP with other programs)
Operating Costs	Insurance		$2,500.00	13% of projected insurance expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Janitorial		$2,000.00	22% of janitorial expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Marketing & Advertising		$587.00	Website & social media updates to support programs
Operating Costs	Meetings & Travel		$800.00	Travel and meeting expense to support clients
Operating Costs	Rent		$18,200.00	17% of the monthly rent at 60 W. Market St., Salinas (based on case ratio of HSP/FSP with other
Operating Costs	Supplies		$1,750.00	15% of supplies expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Telephone & Internet		$3,000.00	26% of communications expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Training		$200.00	5% of projected training related expenses (based on case ratio of HSP/FSP with other programs)
Operating Costs	Utilities		$350.00	3% of projected utilities expense (based on case ratio of HSP/FSP with other programs)
Operating Costs	Vehicle Lease		$1,000.00	8% of vehicle lease expense (based on case ratio of HSP/FSP with other programs)
Direct Financial Assistance	Rental Subsides		$100,000.00	Direct customer assistance for rental assistance
Direct Financial Assistance	Security Deposits		$70,444.77	Direct customer assistance for security deposits
Direct Financial Assistance	Landlord Incentives		$10,000.00	To provide financial incentives to landlords to support housing placements
Direct Financial Assistance	Utility Payments		$15,000.00	Direct customer assistance for utility assistance
Direct Financial Assistance	Temporary Housing		$59,500.00	Direct financial assistance for temporary housing
Direct Financial Assistance	Move In Costs		$8,000.00	Direct customer assistance for housing move in costs
Direct Financial Assistance	Home Habitability		$35,000.00	Direct financial assistance for home habitability
Direct Financial Assistance	Other		$12,500.00	Direct financial assistance for application fees, credit reports, & other housing costs
	Total		**$600,000.00**	

Funding Source: Temporary Assistance for Needy Families (CFDA #93.558)

Note: Please keep in mind the following CDSS program guidelines

Program Operations (80% of budget)	**$ 493,677.14**	
Program Personnel *(best practice guideline 10%) Wages*		82.28%
Direct Financial Assistance *(best practice guideline 70%) Direct customer assistance for application fees, arrears, credit report, moving expenses, rental assistance, security deposit, unexpected financial burdens, utility deposit, and utility payments (list not exhaustive)*		
Administrative Costs (15% of budget)	**$ 104,297.86**	
Administrative Personnel *Wages and benefits for Program*		17.38%
Operating Costs *Facilities costs, furniture, equipment, office supplies, software, mileage, vehicle lease/insurance, supplies, financial literacy workshops, audit, bank charges, board expense, consultant, management, human resources, insurance, contingencies, IT services,*		
Data Collection Costs (5% of budget)	**$ 2,025.00**	0.34%
Data Collection & Tracking *Case management system, equipment, program licensing, IT services, staff and time dedicated to these activities (list not exhaustive)*		
	$ 600,000.00	100.00%

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HOUSING RESOURCE CENTER OF MONTEREY COUNTY

EXHIBIT D-1

Housing Support Program Family Stabilization Program

July 1, 2026 - June 30, 2027

INVOICE #:

Remit to:
Housing Resource Center
60 W Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly HSP Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	3.00	$ 150,356.00	$ -	$ -	$ 150,356.00
FSP/HSP Housing Specialist	3.00	$ 146,250.24	$ -	$ -	$ 146,250.24
Program Manager	0.40	$ 31,616.00	$ -	$ -	$ 31,616.00
Program Operations Assistant II	0.40	$ 24,128.00	$ -	$ -	$ 24,128.00
Total Personnel		**$ 352,350.24**	**$ -**	**$ -**	**$ 352,350.24**
Administrative Personnel					
Executive Director	0.30	$ 39,750.00	$ -	$ -	$ 39,750.00
Accounting Support	0.40	$ 32,814.00	$ -	$ -	$ 32,814.00
Finance Manager	0.40	$ 40,000.00	$ -	$ -	$ 40,000.00
Total Administrative Personnel		**$ 112,564.00**	**$ -**	**$ -**	**$ 112,564.00**
Data Collection & Tracking					
IT Equipment & Software		$ 6,250.00	$ -	$ -	$ 6,250.00
IT Services		$ 6,250.00	$ -	$ -	$ 6,250.00
Total Data Collection & Tracking		**$ 12,500.00**	**$ -**	**$ -**	**$ 12,500.00**
Operating Costs					
Equipment Lease & Maintenance		$ 1,613.00	$ -	$ -	$ 1,613.00
Human Resources		$ 4,500.00	$ -	$ -	$ 4,500.00
Insurance		$ 7,541.00	$ -	$ -	$ 7,541.00
Janitorial		$ 4,713.00	$ -	$ -	$ 4,713.00
Meetings & Travel		$ 4,016.00	$ -	$ -	$ 4,016.00
Rent		$ 30,536.00	$ -	$ -	$ 30,536.00
Supplies		$ 4,667.00	$ -	$ -	$ 4,667.00
Telephone & Internet		$ 5,400.00	$ -	$ -	$ 5,400.00
Utilities		$ 5,105.00	$ -	$ -	$ 5,105.00
Vehicle Lease		$ 6,300.00	$ -	$ -	$ 6,300.00
Total Operating Costs		**$ 74,391.00**	**$ -**	**$ -**	**$ 74,391.00**
Direct Financial Assistance					
Rental Subsides		$ 184,138.51	$ -	$ -	$ 184,138.51
Security Deposits		$ 152,056.25	$ -	$ -	$ 152,056.25
Landlord Incentives		$ 5,000.00	$ -	$ -	$ 5,000.00
Utility Payments		$ 10,000.00	$ -	$ -	$ 10,000.00
Temporary Housing		$ 50,000.00	$ -	$ -	$ 50,000.00
Move In Costs		$ 5,000.00	$ -	$ -	$ 5,000.00
Home Habitability		$ 30,000.00	$ -	$ -	$ 30,000.00
Other		$ 12,000.00	$ -	$ -	$ 12,000.00
Total Direct Financial Assistance		**$ 448,194.76**	**$ -**	**$ -**	**$ 448,194.76**
Total Program Costs		**$ 1,000,000.00**	**$ -**	**$ -**	**$ 1,000,000.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

HOUSING RESOURCE CENTER OF MONTEREY COUNTY

EXHIBIT D-2

Housing Support Program Family Stabilization Program

July 1, 2026 - June 30, 2027

INVOICE #:

Remit to:
Housing Resource Center
60 W Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly FSP Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	1.00	$ 73,687.51	$ -	$ -	$ 73,687.51
FSP/HSP Housing Specialist	1.00	$ 75,569.90	$ -	$ -	$ 75,569.90
Program Manager	0.20	$ 19,764.28	$ -	$ -	$ 19,764.28
Program Assistant II	0.20	$ 14,210.68	$ -	$ -	$ 14,210.68
Total Personnel		**$ 183,232.37**	**$ -**	**$ -**	**$ 183,232.37**
Administrative Personnel					
Executive Director	0.20	$ 26,956.28	$ -	$ -	$ 26,956.28
Accounting Support	0.20	$ 20,363.31	$ -	$ -	$ 20,363.31
Finance Manager	0.20	$ 23,956.27	$ -	$ -	$ 23,956.27
Total Administrative Personnel		**$ 71,275.86**	**$ -**	**$ -**	**$ 71,275.86**
Data Collection & Tracking					
IT Equipment & Software		$ 1,000.00	$ -	$ -	$ 1,000.00
IT Services		$ 1,025.00	$ -	$ -	$ 1,025.00
Total Data Collection & Tracking		**$ 2,025.00**	**$ -**	**$ -**	**$ 2,025.00**
Operating Costs					
Audit		$ 225.00	$ -	$ -	$ 225.00
Bank Fees & Interest		$ 200.00	$ -	$ -	$ 200.00
Equipment Lease & Maintenance		$ 500.00	$ -	$ -	$ 500.00
Human Resources		$ 1,710.00	$ -	$ -	$ 1,710.00
Insurance		$ 2,500.00	$ -	$ -	$ 2,500.00
Janitorial		$ 2,000.00	$ -	$ -	$ 2,000.00
Marketing & Advertising		$ 587.00	$ -	$ -	$ 587.00
Meetings & Travel		$ 800.00	$ -	$ -	$ 800.00
Rent		$ 18,200.00	$ -	$ -	$ 18,200.00
Supplies		$ 1,750.00		$ -	$ 1,750.00
Telephone & Internet		$ 3,000.00	$ -	$ -	$ 3,000.00
Training		$ 200.00		$ -	$ 200.00
Utilities		$ 350.00		$ -	$ 350.00
Vehicle Lease		$ 1,000.00		$ -	$ 1,000.00
Total Operating Costs		**$ 33,022.00**	**$ -**	**$ -**	**$ 33,022.00**
Direct Financial Assistance					
Rental Subsides		$ 100,000.00	$ -	$ -	$ 100,000.00
Security Deposits		$ 70,444.77	$ -	$ -	$ 70,444.77
Landlord Incentives		$ 10,000.00	$ -	$ -	$ 10,000.00
Utility Payments		$ 15,000.00	$ -	$ -	$ 15,000.00
Temporary Housing		$ 59,500.00	$ -	$ -	$ 59,500.00
Move In Costs		$ 8,000.00	$ -	$ -	$ 8,000.00
Home Habitability		$ 35,000.00	$ -	$ -	$ 35,000.00
Other		$ 12,500.00	$ -	$ -	$ 12,500.00
Total Direct Financial Assistance		**$ 310,444.77**	**$ -**	**$ -**	**$ 310,444.77**
Total Program Costs		**$ 600,000.00**	**$ -**	**$ -**	**$ 600,000.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Housing Resource Center

By: Signed by: AEB0FF5DE137405...

Title: Board Chair

Date: 5/19/2026 | 12:44 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature AE80FF5DE137405...

Board Chair
Title

Housing Resource Center
Agency/Organization

5/19/2026 | 12:44 PM PDT
Date

Docusign Envelope ID: 0F841E94-84EF-8EBF-83AC-B8DE01D145AC

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
AE70FF5DE137405...
(signature of authorized representative)

5/19/2026 | 12:44 PM PDT
(date)

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HOUSING RESOURCE CENTER
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
AE50FF5DE1B7405...
Authorized Signature

5/19/2026 | 12:44 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

parent education to families in need or at-risk for child protective services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 391,244.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 Church St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63480...
County Counsel
Date: 5/18/2026 | 5:23 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454EE...
Auditor/Controller
Date: 5/19/2026 | 8:58 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon 73919C59065949A...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 1:55 PM PDT
By: Signed by: Denise Felix FE1554FC6B814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/18/2026 | 11:29 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope – Parents as Teachers

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

DOOR TO HOPE – PARENTS AS TEACHERS

A. TOTAL FUNDING: $391,244 Child Welfare

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor: County of Monterey Department of Social Services
Ginger Pierce, CAPC Director
2620 1st Avenue Marina, CA 93933
Phone: 31 769-8784 FAX: 831 784 2123
Piercevr@countyofmonterey.gov

Contractor Information: Door to Hope
Chris Shannon, Executive Director
130 Church Street, Salinas, CA 93901-2632
Tel: (831) 758-0181 FAX: (831) 758-5127
chriss@doortohope.org

Location of Services: Parents as Teachers
130 Church Street Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. SUMMARY

The purpose of this Agreement is to provide funding for Parent as Teachers (PAT) for referred FCS population, prioritizing Family Reunification and Voluntary Family Maintenance Cases. The target population for this Agreement will encompass all referrals from Family and Children Services (FCS) Division of the Department of Social Services, considering FCS referrals who may also be served via CalWORKs- First Five contract. Target population is active Family Reunification, Voluntary Family Maintenance and Pathways to Safety (otherwise known as Differential Response) families.

F. DESCRIPTION OF SERVICES:

F.1 CONTRACTOR will provide direct, interactive parent education to families in need of, or at-risk for, child protective services, and who are referred and authorized for services by the COUNTY designated point of contact. Generally, these families will fall within three categories:

F.1.1 Parents involved with prevention and early intervention services, including Pathways to Safety or Differential Response.

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F.1.2 Parents who are Family Maintenance (FM) or Voluntary Family Maintenance (VFM) clients of FCS and have their children at home.

F.1.3 Parents who are Family Reunification (FR) or Voluntary Family Reunification (VFR) clients and have had their children placed in out-of-home care. These services will be provided to the parents even though they also may be actively engaged in substance abuse treatment. These families are the priority and there will not be a wait list for these families longer than 30 days.

F.2 CONTRACTOR ensures center services are Americans with Disabilities Act (ADA) compliant.

F.3 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.4 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits. CONTRACTOR is encouraged to apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.

F.5 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

F.6 CONTRACTOR will be inclusive when working with Family Reunification families and may concurrently provide parent mentoring education to the resource parents who are caring for the children enrolled in PAT.

F.6.1 Services will be provided by certified Parent Educators using the Parents as Teachers evidence based (PAT) curriculum. Materials provided will include the Parents as Teachers curriculum and handouts, videos as needed and materials and supplies for toy-making activities and children's books to use during visits.

F.6.2 Parent education, including actual hands-on instruction, will be provided for each visit. This is done to reinforce the instruction given and provide better opportunities for parent/child bonding and visitation. Parents will set parenting goals and an action plan will be developed that will help them achieve their goals. A parent/child activity time is part of each visit with a focus on literacy. Developmental, hearing, and vision screenings will be conducted, and Parents as Teachers will act as a referral source for these families. Information on child development and parenting skills will be the focus. Also, health and safety issues are included as part of the curriculum for Family Reunification families, parent educators also will meet at least monthly with the foster parent to include them in the interactive sessions and to instruct foster parents on how to perform the role of mentors for the parents in treatment.

F.6.3 Services delivered will be flexible to meet the needs of the family and comply with any current Shelter in Place County expectations as well as safety needs for all. In-home visitation will be scheduled as may best accommodate the client. Frequency of visits may vary, but are generally delivered twice per month.

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F.6.4 Service sites may include, but are not limited to: home, schools, libraries, social service agencies, and substance abuse treatment program facilities as part of the parents' service and treatment plan.

F.7 Referrals for PAT Services for FCS client referrals to the CONTRACTOR will be coordinated through a designated FCS referral coordinator and early intervention or prevention referrals shall be approved through the contract manager. To facilitate proper placement of parents, families referred by FCS will include the age of the child, or in the case of multiple children, an indication of the priority child, and the language preference of the family. Once a referral from FCS has been processed, parents will be assigned to a Parent Educator. Priority will be given to those parents who have been court ordered (i.e. Family Reunification) to receive services in order to have their children returned to them. All referrals will receive a phone call prior to commencement of their first visit notifying them of the date, time and location. The FCS social worker will work with the PAT educator to ensure timely communication and partnership.

F.8 CONTRACTOR shall serve an average of 60 families at a time. Each FTE has an average caseload of 20 families. Contract supports 3 FTEs. Caseloads vary depending on the time demands of each family's case as well as the visit frequency set by the Social Worker and Parent Educator. Factors include location of family, family stressors and needs, frequency of visits, CFT meetings, meetings with Social Worker etc.

F.9 CONTRACTOR will continue and grow their partnership with First Five Monterey County and Family and Children Services to work as a team in the provision of PAT to Family First and Prevention ACT (FFPSA) eligible families. CONTRACTOR will participate in discussions, meetings and training around the shared goal of growing in the provision of PAT services to the families of Monterey County.

F.10 The primary contact for the COUNTY may convene meetings as needed, but not less than twice per year**.** This meeting will minimally include the contract administrators. Others may be included at the discretion of the COUNTY and the CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; wait-lists, trends being seen, discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. These meetings will also discuss funding opportunities and possible partnership within Monterey County for the provision of PAT. CONTRACTOR does not have the authority to authorize changes requiring a contract amendment.

G. REPORTING INSTRUCTION, REQUIREMENTS & SUBMISSION

G.1 The CONTRACTOR shall use an evidenced based assessment tool consistent with current community standards and will submit the results to the COUNTY on a quarterly basis.

G.2 The CONTRACTOR shall record client progress after each session and submit reports to the COUNTY when requested specific to Family Reunification and Family Maintenance families. Aggregate data will be collected for referrals made via Pathways to Safety (otherwise known as Differential Response) families to best plan for intervening in support of families. The COUNTY shall provide self-addressed stamped envelopes for such purpose, and the Parent Educator will send the report to the attention of the client's social worker. Parent Educators shall provide monthly progress updates to assigned Social Workers. A monthly update template has been created by FCS supervisors and PAT Director to assure appropriate information is shared.

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G.3 Annual statistics on clients served shall be provided in an electronic format and shall contain outcome and demographic information as agreed on to meet reporting requirements for all funding sources. This data will be shared and discussed on an aggregate manner with all funding sources to increase collaborative work to best meet full community needs. General aggregate data will be provided on an aggregate manner for families referred and supported via FCS and will include referrals that were covered through the CalWORKs contract. This will be provided in lieu with National Parents as Teachers annual reporting requirements

H. TRAVEL/TRAINING REIMBURSEMENT:

H.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

I. PAYMENT PROVISIONS:

I.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

I.2 Total cost of this program is **three hundred ninety-one thousand two hundred and forty-four dollars ($391,244)**.

I.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

I.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three hundred ninety-one thousand two hundred and forty-four dollars ($391,244),** per **Exhibits C, Budgets.**

I.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2027*

I.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Door to Hope - Parents As Teachers
07/01/2026 – 06/30/2027

PROGRAM BUDGET

Budget Item	%	Budgeted Total
Salaries and Benefits	FTE	
PAT Family Services Director (Bilingual)	0.05	$ 6,077.00
Lead PAT Homevisitor	0.20	$ 15,932.00
PAT Homevistor	3.00	$ 217,402.00
Sub-total		**$ 239,411.00**
Benefits (21%)	0.21	$ 50,276.00
Subtotal Salaries and Benefits		**$ 289,687.00**
Program Expenses		
Materials & Supplies		$ 4,500.00
Training Costs & Certification Fees		$ 1,500.00
Travel/Mileage		$ 4,936.00
Occupancy/Utilities		$ 45,611.00
Subtotal Program Expenses		**$ 56,547.00**
Subtotal Direct Costs		**$ 346,234.00**
Indirect costs (max 13%)	0.13	$ 45,010.00
Total Program Costs		**$ 391,244.00**

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Door to Hope - PAT
County of Monterey Department of Social Services
7/1/2026- 6/30/2027

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Previous YTD Expenses	PAT Current Month Expenses	YTD Expenditures	Balance Remaining
PAT Family Services Director (Bilingual)	$ 6,077.00	$ -	$ -	$ -	$ 6,077.00
Lead PAT Homevisitor	$ 15,932.00	$ -	$ -	$ -	$ 15,932.00
PAT Homevistor	$ 217,402.00	$ -	$ -	$ -	$ 217,402.00
Benefits	$ 50,276.00	$ -	$ -	$ -	$ 50,276.00
Materials & Supplies	$ 4,500.00	$ -	$ -	$ -	$ 4,500.00
Training Costs & Certification Fees	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00
Travel/Mileage	$ 4,936.00	$ -	$ -	$ -	$ 4,936.00
Occupancy/Utilities	$ 45,611.00	$ -	$ -	$ -	$ 45,611.00
Indirect costs (max 13%)	$ 45,010.00	$ -	$ -	$ -	$ 45,010.00
Total	$ 391,244.00	$ -	$ -	$ -	$ 391,244.00
Total Budget			$ 391,244.00		
Year to Date			$ -		
Balance Remaining			$ 391,244.00		

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Denise Felix	CFO	(831) 758-0181	
Person Completing Invoice	Title	Phone #	Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Door to Hope
130 W. Gabilan Street Salinas, CA 93901

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 1:55 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 7391DC59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 1:55 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
739(9C590659490

(signature of authorized representative)

5/13/2026 | 1:55 PM PDT
(date)

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DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73919C590659494...
Authorized Signature

5/13/2026 | 1:55 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

services for the prevention, assessment, and early intervention of perinatal alcohol and drug exposure in children in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 299,961.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 Church St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/18/2026 | 5:21 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller
Date: 5/19/2026 | 9:00 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon 73919C590659494...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 11:50 AM PDT
By: Signed by: Denise Felix FE1554EC6B814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/18/2026 | 11:25 AM PDT

County Board of Supervisors' Agreement No. _____ approved on_____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope - MCSTART

Exhibit A	Scope of Work/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

DOOR TO HOPE
MCSTART AND MENTOR SERVICES

A. TOTAL FUNDING: $299,961 CWS

B. CONTRACT TERM: July 1, 2026 - June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey, Department of Social Services
Edward Juarez-Lefevre, Management Analyst III
713 La Guardia St., Salinas, CA 93905
Phone: (831) 796-3525 Fax: (831) 755-4438
juarez-lefevree@countyofmonterey.gov

Contractor Information:
Door to Hope
Chris Shannon
130 W. Gabilan Street Salinas, CA 93901
Phone: (831) 758-0181 Fax: (831) 758-5127
ChrisS@doortohope.org

Location of Services:
Door to Hope
130 W. Gabilan Street Salinas, CA 93901

D. SUBAWARD INFORMATION:

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: July 1, 2026
ALN and Dollar Amount: 93.658, 93.659 (dollar amount variable)
Federal Award Description: Foster Care – Title IV-E, Adoption Assistance Program
Research and Development: No
Indirect Cost Rate: 13%

E. BACKGROUND:

Each year, more than 1,000 babies in Monterey County experience prenatal exposure to trauma, alcohol and/or drugs. Even more are exposed to domestic violence and trauma postnatal. To help these little ones, professionals must intervene and treat them. To do this, Door to Hope and Monterey County established MCSTART (for Monterey County Screening Team for Assessment, Referral and Treatment). Door to Hope is the lead agency in this collaboration. Their team is trained in this highly specialized area, providing unique knowledge, support and services. MCSTART provides children with comprehensive medical, cognitive, behavioral, social, emotional and educational development assessment and treatment. It also provides family services such as mentoring to birth parents involved with child welfare.

F. DESCRIPTION OF SERVICES:

F.1 The purpose of this Agreement is to provide funding for Door to Hope's Monterey County Screening Team Assessment, Referral and Treatment Program (MCSTART) to provide training, parent/caregiver education/mentorship, and public health services for the

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prevention, assessment, and early intervention of perinatal alcohol and drug exposure in Monterey County children.

F.2 This will be done through blending and braiding funds through public and private resources including Monterey County Department of Social Services – Family & Children's Services, Monterey County Children's Behavioral Health, and First Five Monterey County. CONTRACTOR shall provide year-round shelter to low-income women and families with children in the Monterey Peninsula region of Monterey County.

F.3 The target populations for services provided through this Agreement are:

F.3.1 Monterey County children who are ineligible for specialty mental health services through County behavioral health assessment.

F.3.2 Monterey County children who have been alcohol or drug-exposed, or at risk for perinatal alcohol or drug-exposure, and their families;

F.3.3 Monterey County children who have experienced early childhood trauma,

F.3.4 Biological parents of substance or trauma exposed children involved in the child welfare system;

F.3.5 Health care, social service, and educational personnel and other stakeholders who are involved in the prevention, identification, and/or treatment of at-risk children.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

G.1 **Screening, Treatment, Case Management and Care Coordination**: CONTRACTOR shall identify billing options and service provision in accordance with the agreements from funded partners as stated in Section C, paragraph 2 above for the identified MCSTART services listed below, utilizing evidenced based assessment tools where appropriate.

G.1.1 Developmental Screening – CONTRACTOR shall provide individualized screenings along with outcome summaries as needed, i.e. Ages and Stages Questionnaire (ASQ), Ages and Stages Questionnaire Social Emotional (ASQ:SE), Adverse Childhood Experiences (ACE), Child Behavior Checklist (CBCL), Trauma Symptom Checklist for Young Children (TSCYC), and Child and Adolescent Needs and Strength (CANS)

G.1.2 CONTRACTOR shall provide case management for maternal substance abuse and their children with mild-moderate medical necessity

G.1.3 CONTRACTOR shall provide case management and therapy for contracted services for dyadic and evidence-based attachment therapy.

G.1.4 CONTRACTOR shall provide Occupational Therapy.

G.1.5 CONTRACTOR shall provide Sensory Integration Occupational Therapy.

G.1.6 CONTRACTOR shall provide Parents as Teachers (PAT) Home Visitation to newborns and young children ages 0-5 years at risk for alcohol and drug exposure, to assess their health and well-being, provide linkage to needed services, and provide basic needs and information to their caregivers;

G.1.7 CONTRACT shall, as part of case management, make any and all necessary referrals to the local Regional Center for additional services as needed;

G.1.8 CONTRACTOR shall provide pregnant women with home visits to minimize their risk for use of alcohol and other drugs during pregnancy.

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G.2 **Family Services:** CONTRACTOR shall provide for supervision and oversight, including training, of family services through a mentoring program called Mentor Moms/Dads (for biological parents). CONTRACTOR shall provide program supervision through MCSTART's Director of Clinical and Mentoring Services.

G.2.1 CONTRACTOR shall provide coordination and support for the Mentor Moms/Dads Program through a full-time Mentor Moms/Dads Coordinator also responsible for reviewing assignments and supervision logs monthly. Data collected is to be forwarded on a monthly basis to DSS.

G.2.2 CONTRACTOR shall provide COUNTY with all documents regarding the program which should include but not limited to:

G.2.2.a Program Statement and Overview

G.2.2.b Program Expectations for Mentors

G.2.2.c An overview of Mentor training prior to and ongoing

G.2.3 CONTRACTOR shall provide the following training:

G.2.3.a Mentor Moms/Dads Basic Training – CONTRACTOR shall provide up to two (2) sessions, with six (6) hours of training per session. These sessions provide additional training and support services to biological parents who have successfully reunified with their children and are now providing mentoring services to other biological parents who are receiving reunification services.

G.2.4 Mentor Moms/Dads Meetings –CONTRACTOR shall provide at least eight (8) and up to twelve (12) meetings, with one and one half (1 ½) hours of training/support per session. These sessions provide additional training and support services to biological parents who have successfully reunified with their children and who now provide mentoring services to biological parents who are receiving family reunification services.

G.2.5 Mentor Moms/Dads 1-on-1 Mentoring – CONTRACTOR shall provide face-to-face monthly contact for biological parents who are receiving family reunification services. Contact may be conducted with children present for more direct support, education or supervision. If children are present, appropriate supervision is also facilitated. Additional contact training via telephone, internet, or e-mail is also budgeted.

G.3 **Mentor Training**: CONTRACTOR shall provide ongoing training and support for the mentor program:

G.3.1 Mentor Basics – CONTRACTOR shall provide up to two (2) sessions, with twelve (12) hours of training per session. These sessions provide training in basic skills needed to be an effective mentor, and will include, at a minimum, the following topics: introduction and an overview of mentoring; confidentiality; advocacy; substance exposure; infection control issues; communication and relationships; community resources; mentoring essentials (documentation); and familiarization with County and CONTRACTOR procedures relative to the mentor programs.

G.3.2 Advanced Mentoring – CONTRACTOR shall provide mentors will any additional training needed to support parents while enrolled into the mentoring program

G.4 **Education**

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G.4.1 Trainings and Outreach: CONTRACTOR shall conduct ongoing outreach through Monterey County Department of Social Services (DSS), to increase awareness and identification of children at risk for

G.4.2 CONTRACTOR shall be responsible for providing all aspects of the training, which includes, but is not limited to: marketing; curriculum and materials development; recruitment, selection, supervision, payment, and evaluation of trainers and mentors; provision of continuing education units by the Board of Behavioral Sciences; enrollment; attendance and evaluation record-keeping; translation services; arrangements for training facilities; childcare; refreshments; and quality control.

G.4.3 CONTRACTOR shall provide the County Contract Manager with a list of all ongoing and additional trainings prior to the first invoice. The list shall contain the names, dates, times and locations of trainings.

G.4.4 CONTRACTOR shall prepare written agendas for each meeting and will assure that meeting minutes are maintained and emailed to the County Contract Manager.

G.4.5 The budget for this Agreement, as presented in Exhibit C, has been developed assuming the CONTRACTOR will hold the maximum number of training sessions allowed by the Scope of Work (Exhibit A). More or less frequent activities may be authorized with prior agreement of the COUNTY and the CONTRACTOR, provided the changes are within the constraints of the original budget (Exhibit C).

G.4.6 CONTRACTOR shall be expected to provide training sessions in Spanish. The actual number of sessions will be based upon need, and may be as high as one-half of the training sessions. Actual number of sessions will be jointly decided by the COUNTY and the CONTRACTOR during the course of the contract year. Handouts for these sessions will also be made available in Spanish.

G.4.7 Unless otherwise approved by the COUNTY, all training offered through this Agreement shall be made available to applicable members of the target population at no cost. This restriction does not apply to any additional charge required to certify continuing education credits for individual participants in the training.

G.4.8 CONTRACTOR and COUNTY will coordinate all dates and times to avoid scheduling conflicts and accommodate organizational workload issues. The needs of the target population shall be considered when developing the schedules.

G.4.9 Trainings will be conducted at 130 W. Gabilan or 60 West Market Street, Salinas, or other locations determined amenable to the target population and agreed upon by the COUNTY and CONTRACTOR.

G.4.10 CONTRACTOR shall provide copies of all attendance rosters to the COUNTY for record-keeping purposes as requested.

G.4.11 CONTRACTOR may allow other individuals to attend the trainings, upon pre-approval of the COUNTY and contingent upon available funding and space.

G.4.12 CONTRACTOR reserves the right to cancel any training at which it is anticipated there will be four (4) or fewer participants. The primary contact for

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the COUNTY shall be notified in advance of the training cancellation and every effort will be made to notify potential attendees.

G.4.13 On a case-by-case basis, COUNTY may approve use of funding from this Agreement to be used for one or more mentors to attend training conferences or workshops not sponsored by the CONTRACTOR or COUNTY. If a mentor is authorized to attend such an activity, his/her hours, registration and travel expenses will be compensated from the appropriate funding source for that mentor. Meals and mileage will be reimbursed at the County's current allowable rates per section H. Hourly compensation shall be as follows:

G.4.13.a If a mentor attends as a presenter, his/her hours will be paid at the normal hourly rate for face-to-face mentoring for actual time expended, up to a maximum of eight (8) hours per day.

G.4.13.b If a mentor attends as a trainee, his/her hours will be compensated at one-half the normal hourly rate for face-to-face mentoring, for actual time expended, up to a maximum of eight (8) hours per day.

G.4.14 In the event a mentor is asked to make a community presentation, attend a collaborative meeting, or provide input at a public hearing, and upon authorization by the COUNTY to be reimbursed for the activity, the mentor's hours, registration and travel expenses will be compensated from the appropriate funding source for the activity. Mentor hours will be paid at the normal hourly rate for face-to-face mentoring for actual time expended, up to a maximum of eight (8) hours per day. Said activities shall be limited to an average of fifteen (15) hours per month.

G.4.15 Live Scan fingerprinting shall be required for all childcare providers and Mentor Moms/Dads. COUNTY shall provide the fingerprinting services for this population. CONTRACTOR shall not be responsible for the COUNTY costs of conducting the fingerprinting.

G.4.16 No employee of the COUNTY shall be hired by the CONTRACTOR through funds provided by the COUNTY.

G.4.17 CONTRACTOR will be responsible for the hiring and termination of mentors in line with CONTRACTOR agency independent contractor policies

G.4.18 CONTRACTOR shall provide the COUNTY with copies of the completed program reports provided by MCSTART to First 5 Monterey County.

G.5 **Reporting**

G.5.1 CONTRACTOR shall provide the COUNTY with quarterly reports capturing agreed upon data points including but not limited to:

G.5.1.a number of referrals, assessments provided including assessment types, case coordination data, number of youth served, and outcomes data.

G.5.1.b For mentoring programs: number of mentor and mentor hours, engagement type, outreach efforts, and general trends.

G.5.2 Quarterly reports may be presented at quarterly meetings.

H. COUNTY RESPONSIBILITIES:

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

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H.1 Act as gatekeeper(s) for families eligible to receive services.
- H.1.1 Appropriate staff will submit referrals via the Universal Referral Form for services provided by CONTRACTOR and provide additional information as needed through consistent and timely communication

H.2 Provide the CONTRACTOR with the names of individuals qualified to be mentors.
- H.2.1 Assigned FCS Supervisor shall provide a list of qualified individuals for the Mentoring Programs. All names on the list will be pre-screened and approved by the Program Manager responsible for the ongoing programs before it is given to the CONTRACTOR.
- H.2.2 The Family Reunification/Family Maintenance Supervisor shall monitor referrals of qualified individuals for the Mentor Moms/Dads mentoring programs to ensure they meet FCS onboarding criteria. All names on the list will be pre-screened and approved by the Program Manager responsible for ongoing programs before it is given to the CONTRACTOR.

I. MEETINGS/COMMUNICATIONS

I.1 COUNTY and CONTRACTOR shall have joint responsibility to promote collaborative communication.

I.2 The Contract Administrator for the COUNTY and the Program Manager responsible for the Family Maintenance/Family Reunification programs shall be standing members of the MCSTART Steering Committee.

I.3 Upon request by CONTRACTOR, the COUNTY shall designate appropriate personnel to participate in client staffing and participate in meetings to support and/or discuss items that affect either party to this Agreement.

J. TRAVEL/TRAINING REIMBURSEMENT:

J.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

K. PAYMENT PROVISIONS:

K.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

K.2 Total cost of this program is **two hundred ninety-nine thousand nine hundred sixty-one ($299,961.00)**
- K.2.1 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of Exhibit D, Invoice.

K.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred ninety-nine thousand nine hundred sixty-one ($299,961.00),** per **Exhibits C, Budgets**.

K.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the

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month in which services were performed on the form set in **Exhibit D, Invoice**. The final fiscal year invoices will be due no later than July 10th.

K.4.1 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
&
DOOR TO HOPE - MCSTART & MENTORING SERVICES
07/01/2026 - 6/30/2027

Program Budget and Invoice Procedures

PROGRAM BUDGET

Budget Item	Budgeted Cost
Salaries and Benefits	
Clinical Supervision (.10 FTE)	12,400
Mentor Moms/Dads Coordinator (1.0 FTE)	70,700
Case Management (.40 FTE)	32,208
Sub-total	115,308
Benefits (FT @ 19%)	21,909
Subtotal Salaries and Benefits	137,217
Services and Supplies	
Mentor Services	75,736
Supplies	52,500
Subtotal Services and Supplies	128,236
Subtotal Direct Costs	265,453
Indirect costs @ 13%	34,508
Total Program Costs	$299,961

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is $299,961.00.

A. CONTRACTOR may not increase established rates for trainers, mentors or children's activities workers without written consent of the COUNTY. Rates are as follows:

a. Mentor Moms/Dads: Pay rate shall not exceed $27.00 per hour.

b. Children's activities workers: Reimbursement rate for children's activities workers for training sessions will not exceed $27.00 per hour per worker.

Agreement Funded with: Child Welfare

COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES
and DOOR TO HOPE
MCSTART Program
07/01/2026 - 06/30/2027

EXHIBIT D

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Invoice Number: _____

REPORT OF EXPENDITURES

Funding Source: _____ **Invoice for the month of** _____

Budget Item	Total Budget	Previous YTD Expenditures	Current Month Expenditures	Current YTD Expenditures	Remaining Balance	Additional Documentation Required *
SALARIES						Time sheets
Dir of Clinical & Mentoring Services .10 FTE	12,400	$ -	$ -	$ -	12,400	
Mentor Moms Coordinator 1.0 FTE	70,700	$ -	$ -	$ -	70,700	
Case Management .40 FTE	32,208	$ -	$ -	$ -	32,208	
Employee Benefits 19%	21,909	$ -	$ -	$ -	21,909	Journal
Mentor Services	75,736	$ -	$ -	$ -	75,736	Invoices/journal
Supplies	52,500	$ -	$ -	$ -	52,500	Invoices/journal
TOTAL DIRECT COSTS	265,453	$ -	$ -	$ -	265,453	
Indirect Costs @ 13% of total direct costs	34,508	$ -	$ -	$ -	34,508	n/a
TOTAL REQUEST FOR REIMBURSEMENT	$299,961	$ -	**$ -**	$ -	**299,961**	

*** Attach cost allocation sheet for all funding sources.**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for reimbursement pursuant to the terms of the contract.

Person completing the form: Denise Felix Title: CFO Phone Number: (831) 758-0181

Authorized signature: _____ Date: _____

Monterey County DSS Authorized Signature: _____ Date: _____

REMIT TO: Door to Hope
130 Church Street, Suite 3
Salinas, CA 93901

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 11:50 AM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 73819C59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 11:50 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
739[illegible]C590659494

(signature of authorized representative)

5/13/2026 | 11:50 AM PDT
(date)

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DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73819C59065D4CA...
Authorized Signature

5/13/2026 | 11:50 AM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Door to Hope,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Pathways to Safety 2.0 and Differential Response services

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 923,265.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Chris Shannon
Name
Executive Director
Title
130 W. Gabilan St., Salinas, CA 93901
Address
(831) 758-0181
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brenton A46091E5DE63489...
County Counsel
Date: 5/15/2026 | 5:14 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Auditor/Controller
Date: 5/18/2026 | 11:32 AM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Door to Hope
Contractor/Business Name*
By: Signed by: Chris Shannon C73919C690659496...
(Signature of Chair, President, or Vice-President)
Executive Director
Name and Title
Date: 5/13/2026 | 1:57 PM PDT
By: Signed by: Denise Felix FE1554FC65814B7...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
CFO
Name and Title
Date: 5/15/2026 | 8:49 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Door to Hope – Pathways to Safety

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

Door to Hope – Pathways to Safety

A. TOTAL CONTRACT $923,265 FFPS State Block Grant

B. CONTRACT TERM: July 1, 2026 through June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Ginger Pierce, CAPC Director
2620 1st Avenue, Marina, CA 93933
(831)769-8784 Fax: (831)647-7618
piercevr@countyofmonterey.gov

Contractor
Door to Hope
Chris Shannon, Executive Director
130 W. Gabilan Street, Salinas, CA
Phone: (831) 758-0181
chris@doortohope.org

Location of Services:
Pathways to Safety
60 West Market St. #140 Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: MYAWW8E7FLX5
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

E. BACKGROUND:

Door to Hope (DTH) will be the lead administrative agency and coordinator for a program centered on the values and practices modeled after Differential Response, locally known as Pathways to Safety 2.0 (P2S). Door to Hope will work in close collaboration with Family and Children's Services (FCS) to improve family and child well-being, while improving the local community's ability to keep children safe.

This agreement continues the partnership to implement best practices in providing equitable support to families with the goal of keeping families together safe and thriving through promoting well-being and fostering ongoing family stability.
Door to Hope Pathways to Safety 2.0 serves families who are at risk of abuse and/or neglect. For the first 15 years of the program, referrals were made from FCS to Pathways to Safety when a family was reported to the hotline but did not meet the threshold for investigation yet were still in need or services. Starting in 2023 self-referrals and community referrals are also made to Pathways to Safety for families in need of support to keep their children home, safe

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and thriving. These families do not meet the threshold of possible abuse or neglect hotline reporting, but community supporting is needed. Participation in P2S is voluntary. P2S also serves extended families who are seeking out relative guardianship through the court self-self-center, FCS or on their own. Some of these families will continue as a P2S 2.0 family.

Pathways to Safety (P2S) is now partnering with DSS-FCS to be trained and provide Motivational Interviewing techniques to families. This will especially be community supportive in working with families who can benefit from primary prevention services offered through Family First Prevention Services Act dollars. P2S is also working with FCS in partnership around being part of the gateway planning for other FFPSA services throughout the county like Parent's As Teachers (PAT) and their voice will be at the table as these best practice opportunities unfold for families.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Pathways to Safety 2.0 continues its best practice work to keep families safe, home and thriving. A long-standing goal of P2S has always included minimization of the recurrence of a referral to the Child Welfare hotline. For all families referred to P2S; through FCS or the community, P2S will offer the provision of Information and Referral, Case Management, and Guardianship Process Support, that includes community provider's linkage based on assessed needs and willingness of the family to participate.

F.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.

F.3 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.4 CONTRACTOR shall provide information and referral assistance with the completion of application forms for mainstream benefits. CONTRACTOR is encouraged to apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.

F.5 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

F.6 CONTRACTOR will provide the following key staff:

F.6.1 Program Director/Supervisor (0.30 FTE) - Manage overall Differential Response Program. Monitor contracts with partner organizations and oversee budget expenditures. Maintain constant communication with partner agencies to monitor progress of the program. Oversee data integrity and quality assurance processes while also supporting reporting functions. Directly oversees program staff and assures program meets contract deliverables.

F.6.2 Program Coordinator (0.8 FTE) - Door to Hope Program Coordinator works with the Supervisor to plan, organize, direct, and lead the staff and work process of the program. The DR Coordinator has detailed understanding and can skillfully use the techniques of program design, case management practice, project management, differential response, outcomes measurement,

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and is responsible for conformance to regulatory requirements, contractual obligations of the differential response program. Develops quarterly data reports and coordinates all meetings with FCS.

F.6.3 Family Resource Specialist (4 FTE) -Via primary and identified subcontractor these positions provide client engagement, assessment, information and referral, guardianship support, or case management to families in Monterey County who are reported to Child Welfare Services or who self-refer. Provide additional resources to community members seeking information. Primarily face to face and telephone assistance, depending on families' preferences and accessibility needs.

F.6.4 Finance and Administrative Staff (0.2 FTE) - Contract management and oversight, distribution of support funding and any other financial needs.

F.6.5 Parent and youth educator (.8 FTE)- Develops, coordinates, and facilitates Smart Tech youth and parent classes throughout Monterey County. Facilitates classes in both English and Spanish. Partners with community agencies and systems to reach youth and parents.

F.7 Door to Hope will conduct regular capacity building opportunities for Family Resource Specialists (FRS). The capacity building opportunities will be focused on building skills and knowledge within FY 26-27 P2S, when requested, will participate in community capacity building for primary prevention services.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

G.1 FCS Referrals - P2S will meet with social workers at least once a quarter to reiterate the goals and purpose of the program. FCS will send closed referrals from the County to the identified Pathways to Safety Manager, listed as Noel Texeira at noelt@doortohope.org. The Pathways to Safety Manager will distribute referrals depending on caseloads for each Family Resource Specialist (FRS). Each FRS will have an average of 20-40 active cases at a time and at least 50% of referrals will come from FCS. With full staffing capacity, the cases across the P2S program will not exceed an average of 200 active cases at any given time. A waitlist will be developed if more than 200 families are receiving services, and a triage of families can occur with priority given to FCS referrals. Case management and guardianship process support will be conducted up to 90 days per family and families needing support beyond the 90 days will be determined at the discretion of the P2S team. P2S will track FCS referrals and share the number of referrals with FCS monthly via data reports.

G.2 Community Referrals

G.2.1 P2S accepts community referrals. Community referrals are accepted to the program, using a screening tool approved by the FCS contract manager as part of the intake process. P2S will track Community Referrals and share the number of referrals with FCS monthly via data reports. There will be ongoing community education for FCS, agencies and the community to understand the changes in the P2S program and awareness of Community Referrals. This outreach will be ongoing as capacity allows. In addition to connecting with other agencies, Door to Hope will use existing networks within their organizations that work closely with system impacted families to

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identify Community Referrals. It is expected that Community Referrals will also come in via word of mouth from previous or existing clients. P2S will assess and determine outreach strategy based on community need. If P2S receives an abundant number of Community Referrals a waiting list will be developed to ensure there is at least 50% capacity for FCS referrals.

G.2.2 P2S will maintain a current referral form for outside agencies and organizations to refer families to the program. P2S will provide a phone number to call. P2S will update the Door to Hope website with this information.

G.2.3 P2S will develop a short screening tool for families referred from the community to ensure they qualify for the support.

G.3 Caseload - Each Family Resource Specialist will have an average of 30 active cases at any one time. Of those cases at least 50% will be referrals from FCS, the remaining spaces will be made available for Community Referrals.

Intake Process, Case Management and Community Response

G.3.1 The Intake and Assessment forms capture core demographics and are used to assess the family's needs and potential concerns.

G.3.2 The Intake and Assessment form are administered to all referred families engaged by the Family Resource Specialists and will be tracked in the data management system as a starting point for all families.

G.3.3 Community Based Service Plan. A mutually agreed upon P2S Service Plan is utilized to collect basic family Information, provide information & referral to families and/or to indicate goals for case management and/or guardianship process support.

G.3.4 Families receiving case management and guardianship support will be input into Apricot, the identified data management system. This will include tracking resources families are provided.

G.3.5 Cases are open up to 90 days. Families needing support beyond the 90 days will be reviewed and continuing services will be determined at the discretion of the P2S team.

G.3.6 FAST Intake is completed by the FRS without the family present. The FAST intake measures the families' strengths and documents where the family is needing support. These areas will be incorporated and the main goals in the Community Case Plan.

G.3.7 FAST Exit is completed when the FRS is closing the referral. Compared to the FAST Intake, the FAST Exit will document the improvement in areas in need of support.

G.3.8 Family Assistance Funds. Upon completion of the assessment and case plan the FRS working as a team will determine if families should receive individual financial assistance (i.e. rental assistance, clothing, food, baby items etc.) as part of their plan.

G.3.9 P2S is encouraged to respond to community needs that arise on a short-term basis. The specifics will be discussed with CONTRACTOR.

G.3.10 During monthly collaborative P2S check-in meetings, the P2S team will assess any community spaces that need to be created to support a group of families on a particular topic. Monthly meetings will be used as a creative

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space to discuss and plan for response to trending community needs. The contract monitor will be informed of these discussions and decisions.

G.3.11 P2S will provide and offer Safe Tech community educational opportunities. The Safe Tech class educational program will: Maintain and update a curriculum about the appropriate use of social media and technology for adolescents ages 12-19. For teens the curriculum will be 4 sessions, 90 minutes per session. The Department of Justice free resource NetSmartz Home (missingkids.org) will be considered for parts of the curriculum and program planning. Single session offerings can also occur.

G.3.12 Safe Tech Youth and Parent Classes will maintain and update a curriculum and a national resource list to be provided to the community about the appropriate use of social media and technology for caregivers to monitor and protect youth from the dangers technology can bring. Specific to parents/caregivers, this curriculum will be flexible. Single session offerings can also occur; ideally not less than 90 minutes in length.

G.3.13 A minimum of 8 series for adolescents and 8 stand-alone classes for parents will be given per year. This can be modified to meet community request and need.

G.3.14 Data collection for each series or standalone class will include number of participants, language class is taught, gender of participants, home zip code of participants and an evaluation at the end.

G.3.15 Classes will be limited to 10 participants per series.

G.3.16 Printed materials and healthy snacks will be provided at each session.

G.3.17 When available, guest speakers that can share their own lived experience around this topic will be incorporated into the class or series.

G.3.18 Participants will need to enroll in a class series to attend. There will be no walk-in capability. Process for referral and registration will be determined by DTH and the COUNTY.

G.3.19 Sessions to be given at various locations including Door to Hope, MCOE and DTH's South County office spaces in Greenfield and King City as determined by participant needs.

G.3.20 DTH will have the capability of delivering series in English and Spanish. Language determined by participant need.

G.3.21 Each session will have two facilitators to enhance the learning experience of participants. Break-out reflection time is encouraged.

G.3.22 Facilitators will be DTH employees who have a minimum of two years working in a professional capacity with adolescents and their families.

G.3.23 Parent classes to be opened to both participants' parents and the general public. The caregiver /parent class can be given as a standalone or can be given simultaneously during adolescent series.

H. COUNTY Responsibilities

H.1.1 FCS supervisor who is the P2S liaison from FCS will meet monthly with the P2S team.

H.1.2 FCS identified P2S management leadership will meet with DTH leadership not less than quarterly. This will be done to keep open communication and collaboration around program changes, needs, etc.

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H.1.3 Coordinate ongoing training for new social workers on P2S.
H.1.4 Provide feedback on all reports received from DTH/P2S.
H.1.5 FCS contract monitor will hold quarterly contract meetings with the FCS Program Manager, P2S Director/Supervisor, DTH Executive Director and DTH Finance Director.
H.1.6 FCS will include DTH staff in discussions and planning around Motivational Interviewing training and the development of gatekeepers for prevention program planning.

I. TRAVEL/TRAINING REIMBURSEMENT:

I.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

J. REPORTING INSTRUCTIONS & SUBMISSION:

Door Hope will provide regular quality assurance, feedback and reports.

J.1 Door to Hope will be using the software Apricot to track all data. There will be monthly reports with aggregated data to include but not limited to: monthly/quarterly/yearly referral tracking, monthly engagement of all referred families, monthly assignments of FRS, Monthly Dismissal and reason, Monthly Service Expenditures and completion of services, Monthly educational sessions as well as community needs assessment events provided, zip code, race, economic status, services provided/referrals to outside providers, data disaggregated by FCS referrals and Community Referrals

J.2 Quarterly Door to Hope will create a more in-depth report to include trends in types of support needed from families and gaps in services, number of cases followed with timeframe, any barriers encountered, and advice to how these issues can be resolved. Quarterly reports will be followed by a meeting with FCS to discuss the findings to support decision making in other areas of the County as well as an opportunity to make modifications to P2S as needed. Door to Hope will work with County Systems Support and contract monitor to cross reference families receiving P2S services and any subsequent referrals to the FCS hotline.

J.3 Communication with Social Workers and Family and Children's Services. P2S has been successful in part due to its ability to maintain confidentiality regarding its work with clients. However, P2S understands that some social workers would like an update on a referred family's progress after being involved with Pathways to Safety. FRSs will communicate with social workers and share basic information around the referrals to outside services but will not share any additional information families share with the FRS. FRSs will only share the information if contacted by a social worker, otherwise the information on a case will be included in the aggregated data in the reports. As a multidisciplinary team, P2S will share trending community needs on a quarterly basis with FCS.

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J.4 CONTRACTOR shall submit a quarterly report agreed upon by the CONTRACTOR and the COUNTY. This report will include demographics, incidence of re-referral to Child Welfare and other factors as determined collaboratively.

J.5 CONTRACTOR leadership team will meet with the COUNTY not less than quarterly to discuss program and review data.

J.6 Annual Report shall be submitted via e-mail to the County Contract Monitor no later than August 1, 2027 for the previous FY.

K. SUBCONTRACTOR(S):

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this Agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11 Non-Discrimination.

L. PAYMENT PROVISIONS:

L.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

L.2 Total cost of this program is **nine-hundred twenty-three thousand two-hundred sixty-five dollars ($923,265).**

L.3 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D, Invoice**.

L.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **nine-hundred twenty-three thousand two hundred sixty-five ($923,265), per Exhibits C, Budgets.**

L.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than July 10, 2027.

L.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a)** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b)** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Chris Shannon** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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DOOR TO HOPE
PATHWAYS TO SAFETY
BUDGET FY 2026-27

Category	FTE(s)	Budget
PERSONNEL		
Supervisor/Coordinator	0.3	$ 36,855
Coordinator	0.8	$ 66,780
Family Resource Specialist (bi-lingual)	3.0	$ 244,151
Family Resource Specialist	1.0	$ 62,150
Administrative Support	0.2	$ 11,315
Community Educator	0.8	$ 43,364
Subtotal - Personnel		**$ 464,615**
Benefits (20%)		$ 92,923
Total - Personnel		**$ 557,538**
Family Support Funding		$ 41,000
COMMUNITY CONTRACTS		
Community Human Services		$ 102,711
PROGRAM/OPERATIONS		
Community Meeting Expense		$ 1,500
Marketing/Outreach		$ 3,000
Training/Travel		$ 2,000
California Prevention Planning (FRS) Training		$ 5,000
Travel and Mileage		$ 7,200
Lease Expense		$ 59,100
Print/Copy/Supplies		$ 4,500
Software (Apricot)		$ 18,000
Equipment/Desks/Chairs		$ 1,500
Telephone/Fax		$ 14,000
Subtotal - Program & Operations		**$ 259,511**
Subtotal - Program/Operations & Personnel		**$ 817,049**
Indirect Cost (DTH Admin = 13%)		**$ 106,216**
TOTAL		**$ 923,265**

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DOOR TO HOPE
PATHWAYS TO SAFETY
INVOICE FY 2026-27

Invoice Number: Month:

Category	FTE(s)	Budget	Previous YTD Expenses	Total Monthly Expenses	Current YTD Expenses	Balance Contract Funds
PERSONNEL						
Supervisor/Coordinator	0.3	**$ 36,855**	$ -	**$ -**	$ -	$ 36,855
Coordinator	0.8	**$ 66,780**	$ -	**$ -**	$ -	$ 66,780
Family Resource Specialist (bi-lingual)	3.0	**$ 244,151**	$ -	**$ -**	$ -	$ 244,151
Family Resource Specialist	1.0	**$ 62,150**	$ -	**$ -**	$ -	$ 62,150
Administrative Support	0.2	**$ 11,315**	$ -	**$ -**	$ -	$ 11,315
Community Educator	0.8	**$ 43,364**	$ -	**$ -**	$ -	$ 43,364
Subtotal - Personnel		***$ 464,615***	***$ -***	***$ -***	***$ -***	***$ 464,615***
Benefits (20%)		**$ 92,923**	$ -	**$ -**	$ -	$ 92,923
Total - Personnel		***$ 557,538***	***$ -***	***$ -***	***$ -***	***$ 557,538***
NonPersonnel						
Family Support Funding		**$ 41,000**	$ -	$ -	$ -	$ 41,000
Community Contracts (CHS)		**$ 102,711**	$ -	$ -	$ -	$ 102,711
Community Meeting Expense		**$ 1,500**	$ -	$ -	$ -	$ 1,500
Marketing/Outreach		**$ 3,000**	$ -	$ -	$ -	$ 3,000
Training/Travel		**$ 2,000**	$ -	$ -	$ -	$ 2,000
California Prevention Planning (FRS) Training		**$ 5,000**	$ -	$ -	$ -	$ 5,000
Travel and Mileage		**$ 7,200**	$ -	$ -	$ -	$ 7,200
Lease Expense		**$ 59,100**	$ -	$ -	$ -	$ 59,100
Print/Copy/Supplies		**$ 4,500**	$ -	$ -	$ -	$ 4,500
Software (Apricot)		**$ 18,000**	$ -	$ -	$ -	$ 18,000
Equipment/Desks/Chairs		**$ 1,500**	$ -	$ -	$ -	$ 1,500
Telephone/Fax		**$ 14,000**	$ -	$ -	$ -	$ 14,000
Subtotal - NonPersonnel		**$ 259,511**	**$ -**	**$ -**	**$ -**	**$ 259,511**
Subtotal - Personnel & NonPersonnel		**$ 817,049**	**$ -**	**$ -**	**$ -**	**$ 817,049**
Indirect Cost (DTH Admin = 13%)		**$ 106,216**	**$ -**	**$ -**	**$ -**	**$ 106,216**
TOTAL		**$ 923,265**	**$ -**	**$ -**	**$ -**	**$ 923,265**

I certify that this report is correct and complete to the best of my knowledge.

Name of person completing form _____ Phone Number _____ Date _____

Signature of person completing form _____ Date _____

County Authorized Signature _____ Date _____

Remittance Address: **130 West Gabilan Street, Salinas CA 93901**

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Door to Hope

Signed by:
By: Chris Shannon
73919C59065949A...

Title: CEO Executive Director

Date: 5/13/2026 | 1:57 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Chris Shannon
Signature 73919C59065949A...

CEO Executive Director
Title

Door to Hope
Agency/Organization

5/13/2026 | 1:57 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
Chris Shannon
73919C59065949A...
(signature of authorized representative)

5/13/2026 | 1:57 PM PDT
(date)

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DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

Signed by:
Chris Shannon
73919C590689494...
Authorized Signature

5/13/2026 | 1:57 PM PDT
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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UC Davis Agreement #UCDPO00269955
CPE Agreement #GENT-2026-22
Control # C114677

TRAINING SERVICES AGREEMENT
(MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) business days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2026 and continue through June 30, 2028. All courses must be completed by June 30, 2028.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

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change and an option to amend or terminate the Agreement. User shall pay for Services within 30 days of receipt of a certified invoice in the office of Auditor/Controller. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days after receipt of a certified invoice in the office of Auditor/Controller.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

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insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the aggregate limits of University's insurance.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

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court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

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University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

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individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY	USER
Michell Franklin	Marcie Castro
Program Director	Management Analyst III
Continuing & Professional Education	Monterey County
University of California, Davis	Department of Social Services
463 California Drive	1000 S. Main St., Ste. 305
Davis, CA 95616	Salinas, CA 93901
E-mail: mtfranklin@ucdavis.edu	E-mail: castrom@countyofmonterey.ca.us
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services Custom Training and Services Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	

21. Attorneys' Fees: *Removed.*

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

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23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: _____

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____
(authorized signatory)

Print Name: Roderick W. Franks

Date: _____

DocuSigned by:
Anne Brereton
A46091E5DE63489...

Deputy County Counsel

5/13/2026 | 5:12 PM PDT

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Auditor Controller Analyst I

5/14/2026 | 11:30 AM PDT

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EXHIBIT A
TRAINING PROGRAM

1. 130.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Extra training units may be charged for the following when requested in writing by User and approved by the University:
      a. Off-site training site and audio-visual equipment when on-site facility and equipment are not available.
      b. Food and non-alcoholic beverages when requested by the User in writing.
      c. Any other items when requested by the User in writing and approved by University.
   g. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:
   a. Training facility and audio-visual equipment.
   b. On-site coordination of training

4. As found in the course catalog, standard onsite trainings incur a cost of 1.0 training unit per day and standard virtual trainings incur a cost of 0.80 training unit per day. Nonstandard courses may incur additional charges. Additional charges not listed within the catalog will be agreed to, in writing, between the User and the University.

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Contract Breakdown for Fiscal Year 2026-2027:

Training Units	CHS Daily Rate		
65.00	$ 4,250.00	$276,250.00	Total Contract Amount
		($19,337.50)	Less CPE 7% Cost Share
		$256,912.50	**Total Client Contract Share**

Contract Breakdown for Fiscal Year 2027-2028:

Training Units	CHS Daily Rate		
65.00	$ 4,250.00	$276,250.00	Total Contract Amount
		($19,337.50)	Less CPE 7% Cost Share
		$256,912.50	**Total Client Contract Share**

Total Contract Amount	$552,500.00
Less CPE 7% Cost Share	$38,675.00
Total Client Contract Share	$513,825.00

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Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

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MEMORANDUM OF UNDERSTANDING

between

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES

and

MONTEREY-SALINAS TRANSIT DISTRICT
(MST)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY-SALINAS TRANSIT DISTRICT
AND
COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES
AGING AND ADULT SERVICES BRANCH

PURPOSE AND PREAMBLE

a. This Memorandum of Understanding ("Agreement") is made and entered into by and between Monterey-Salinas Transit District (herein referred to as "MST') and County of Monterey Department of Social Services Aging and Adult Services Branch (herein referred to as "DSS") and its successors and assignees, herein collectively referred to as the "Parties".
b. The Parties desire to implement the distribution of MST Taxi Vouchers for qualified seniors for the purpose of providing low-cost transportation for short, qualified taxi voucher trips.

TERMS AND CONDITIONS

a. A qualified senior is a resident of the City of Salinas who has provided evidence to DSS that they are 65 years of age, or older, and who lives within the city limits of Salinas.
b. A qualified taxi voucher trip includes:
   i. Transportation that originates or ends within the Taxi Voucher service area: City of Salinas (Zone A), or the cities of Carmel, Carmel Valley, Marina, Monterey, Pacific Grove, Pebble Beach, Seaside, Sand City, and Del Rey Oaks (Zone B).
c. A qualified senior may contact one of the participating taxicab companies to schedule a ride. By presenting the voucher and paying $3.00 co-pay, a qualified senior can travel the equivalent of up to a meter reading of $17.00. Only one voucher can be used per one-way trip. Qualified seniors are responsible for costs above the $17.00 meter reading. Taxi sharing is encouraged, with only one taxi voucher required for a shared ride. In order for the vouchers to be valid and accepted by the taxicab driver, a qualified senior fills out the voucher completely with their customer ID number, name, and signature.
d. DSS will review documentation to establish program eligibility.
e. DSS will distribute vouchers to qualified seniors according to paragraph **c** above.
f. DSS will comply with all MST recordkeeping requirements and formats, including tracking voucher use by recipient name and ID number.
g. DSS will provide all necessary staffing and support to ensure the successful operation of the program without expectation of reimbursement or renumeration from MST.
h. DSS shall have no financial obligation under this Agreement except for the financial obligation arising from DSS' performance of this Agreement.

SUPPORT PROVIDED BY MST

MST will provide a limited number of vouchers to DSS for distribution to qualified seniors.

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i. MST will provide technical support to DSS office staff to ensure accurate recordkeeping and proper use of internet-based tools provided by MST.

INDEMNIFICATION

MST shall indemnify, defend, and hold harmless the DSS, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the MST and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of DSS and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the DSS. The MST shall reimburse the DSS for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MST is obligated to indemnify, defend and hold harmless the DSS under this Agreement.

DSS shall indemnify, defend, and hold harmless the MST, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the DSS and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the MST and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MST. The DSS shall reimburse the MST for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the DSS is obligated to indemnify, defend and hold harmless the MST under this Agreement.

CANCELLATION

MST and DSS have the right to terminate their agreement with 30 days' written notice without need to state cause. If DSS is in violation of the terms listed under "Terms and Conditions" MST may immediately suspend or terminate this agreement upon discovery of such a violation(s).

ASSIGNMENT

Neither Party shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party.

NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive, and MST expressly reserves the right to contract with other entities for the same or similar services.

LAW AND VENUE

This Agreement shall be in accordance with the laws of the State of California. Venue shall be within the County of Monterey, California.

ATTORNEY'S FEES AND COSTS

In the event any dispute arising out of this Agreement is brought before a court of law, all reasonable fees and costs shall be awarded to the prevailing party, including expert witness fees. These fees and

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costs shall be taxed as costs in that proceeding and shall not necessitate the filing of a separate attempt to recover.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. This Agreement may be modified by mutual written agreement between the Parties.

SEVERABILITY

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

CONTACT INFORMATION

MST

Steven Bruno, Purchasing Agent
Phone: 831-264-5884
sbruno@mst.org

DSS, Aging & Adult Services

Erika Estrada, Management Analyst
Phone: 831-784-2172
estradame@countyofmonterey.gov

CONTRACT TERM

The term of this Agreement shall begin upon execution by both Parties and end June 30, 2031, and may be extended by mutual written agreement between the Parties.

Monterey-Salinas Transit District

By: DocuSigned by: Carl Sedoryk 580C6BD24671488...
Carl Sedoryk, General Manager/CEO
MST Mobility Department

Date: 5/12/2026 | 10:26 AM PDT

County of Monterey Department of Social Services

By: _____
Roderick Franks, Director
County of Monterey Department
of Social Services

Date: _____

APPROVED AS FORM

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 5/13/2026 | 11:33 AM PDT

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Alliance on Aging,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

outreach, Ombudsman, Health Insurance Counseling and Advocacy (HICAP) services and Medicare Improvements for Patients and Providers Act (MIPPA) services to adults aged 60 and older in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 536,475.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

~~**Exhibit B**~~ **Other:** see page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Roderick W. Franks
Name
Director
Title
1000 S. Main St., Suite 301, Salinas, CA 93906
Address
(831) 755-4430
Phone

FOR CONTRACTOR
Michael MJ Donohue
Name
Executive Director
Title
247 Main St., Salinas, CA 93901
Address
(831) 758-4011
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By:
Chief Contracts & Procurement Officer
By:
Department Head (if applicable)
Date:
Approved as to Form Office of the County Counsel,[1] Susan K. Blitch, County Counsel
By: DocuSigned by: Anne Brereton A46091E5DE63489...
County Counsel
Date: 5/12/2026 | 3:47 PM PDT
Approved as to Fiscal Provisions[2]
By: DocuSigned by: Andrew Valentine 25834C99491E449...
Auditor/Controller
Date: 5/12/2026 | 5:01 PM PDT
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management
By:
David Bolton, Risk Manager
Date:

CONTRACTOR
Alliance on Aging
Contractor/Business Name*
By: Signed by: [signature] 5A4CE37E1B1C548...
(Signature of Chair, President, or Vice-President)
Mary Brusuelas Board President
Name and Title
Date: 5/11/2026 | 5:05 PM PDT
By: Signed by: Joel Jancsek B67C21C1CA4447B...
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Joel Jancsek, Board Treasurer
Name and Title
Date: 5/12/2026 | 3:25 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.
2Approval by Auditor/Controller is required.
3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Alliance on Aging

Exhibit A	Scope of Work/Payment Provisions
Exhibit A-1	Scope of Work – Title III B, Outreach
Exhibit A-2	Scope of Work – Title III B, Ombudsman
Exhibit A-3	Scope of Work – Title VII A, Ombudsman
Exhibit A-4	Scope of Work – Ombudsman Initiative
Exhibit A-5	Scope of Work – HICAP and SHIP
Exhibit A-6	Scope of Work – MIPPA (SHIP, AAA, and ADRC)
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III B, Outreach
Exhibit C-2	Budget – Title III B, Ombudsman
Exhibit C-3	Budget – Title VII A, Ombudsman
Exhibit C-4	Budget – Ombudsman Initiative
Exhibit C-5	Budget – HICAP and SHIP
Exhibit C-6	Budget – MIPPA (SHIP, AAA, and ADRC)
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Equipment Purchase Guidelines
Exhibit D-5	Inventory Listing (AAA Area Plan & HICAP)
Exhibit D-6	Sample Quarterly Narrative Report
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting Certification

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SCOPE OF WORK/PAYMENT PROVISIONS

ALLIANCE ON AGING

A. TOTAL FUNDING: $536,475

B. CONTRACT TERM: July 1, 2026 – June 30, 2027

C. CONTACT INFORMATION:

County Contract Monitor:
Thomas De La Cruz, Management Analyst III
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3391
delacruzt@countyofmonterey.gov

Contractor Information:
Michael MJ Donohue, Executive Director
(831) 655-4240
mjdonohue@allianceonaging.org

Disaster Preparedness Coordinator:
Jody Rogers, Director of Operations
(831) 758-4011

Location of Services:
Alliance on Aging
Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940

Days and Hours of Service:
Monday to Friday, 9am to 5pm. Closed noon to 1pm

D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: G5RNR2HMXHM3
Date County Awarded Funding: 7/1/2026
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03, AAA-2526-32-05, AAA-2526-32-06, AAA-2627-32-01 and AAA-2627-32-02
CFDA and Dollar Amounts:

D.1 93.044 (Title III B, Outreach) $63,219
D.2 93.042 (Title III B, Ombudsman) $131,242
D.3 93.042 (Title VII A, Ombudsman) $40,062
D.4 Ombudsman Citation (PHF) $3,452
D.5 Ombudsman Initiative (SHF) $36,253
D.6 Ombudsman Initiative (SNF) $16,398
D.7 HICAP and SHIP $237,241
D.8 MIPPA (SHIP, AAA, and ADRC) $8,608

Federal Award Description:

D.9 Older Americans Act, Title III B, Supportive Services (Outreach & Ombudsman)

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D.10 Older Americans Act, Title VII A, Long Term Care Ombudsman
D.11 State Funds, Ombudsman Citation, Public Health Licensing & Certification Program Fund
D.12 State Funds, Ombudsman Initiative, State Health Facilities Citation Penalties Account
D.13 State Funds, Ombudsman Initiative, Quality & Accountability Senior Nursing Facilities

Department of Health and Human Services Administration for Community Living

D.14 Health Insurance Counseling and Advocacy Program (HICAP), State Health Insurance Assistance Program (SHIP)
D.15 Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC)

Research and Development: No
Indirect Cost Rate: 10%

This Agreement was awarded to Alliance on Aging through Request for Proposal (RFP) #10933 in May 2024. The initial term of the Agreement was for Fiscal Year (FY) 2024-25, with the option to extend for up to three (3) additional one (1) year terms for FY 2025-26, FY 2026-27, and FY 2027-28, subject to mutual agreement of the parties and continued availability of funding. This Agreement is currently in effect for FY 2026-27.

E. BACKGROUND:

For over 35 years, the Area Agency on Aging (AAA) has contracted with Alliance on Aging to deliver essential services, including Outreach, Ombudsman, and Health Insurance Counseling and Advocacy Program, to older adults and individuals with disabilities. The Title III B Supportive Services Outreach program helps seniors maintain their independence and improve their quality of life by ensuring they are informed about available resources. The Title VII Ombudsman Program advocates for residents in long-term care facilities, such as nursing homes, addressing complaints, protecting residents' rights, and striving to enhance the quality of care. Additionally, the Health Insurance Counseling and Advocacy Program offers free, impartial guidance to older adults and individuals with disabilities, helping them navigate the complexities of health insurance options, including Medicare, and advocating for their healthcare needs.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws, regulations and requirements, including but not limited to the following:

F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act]
F.7 California Department of Aging (CDA) Program Guide:

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The CDA Program Guide has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act (OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding

F.8 AAA Service Provider's Handbook:
CONTRACTOR shall comply with the policies and procedures established by the County of Monterey AAA as outlined in the AAA Service Providers' Handbook. The Handbook establishes local requirements and operational procedures applicable to all AAA funded service providers. An electronic version of the Handbook is available upon request and is incorporated into this Agreement by reference.

F.9 Copyrights:
Materials developed with funding from the CDA may be subject to copyright; however, the State reserves the right to copyright such materials. The COUNTY or CONTRACTOR shall not copyright materials funded by CDA unless prior written approval is obtained from the Director of CDA through the COUNTY. If approval is granted, the State retains a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute, and otherwise use the materials, in whole or in part, and to authorize others to do so, provided appropriate credit is given to the author. The COUNTY and CONTRACTOR shall maintain appropriate systems and internal controls to ensure that State funds are not used in violation of applicable copyright laws, including the acquisition, operation, or maintenance of computer software.

F.10 Records Retention:
The CONTRACTOR shall maintain complete and accurate records related to the performance of this Agreement, including financial, contractual, and program records; client or participant records; and electronic files documenting activities and expenditures under this Agreement. All records shall be available for inspection, review, and audit by the State, the COUNTY, or their authorized representatives during normal business hours.

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The COUNTY and CONTRACTOR shall retain all records, including confidential records, for at least five (5) years following issuance of the final closeout report or completion of any audit, unless a longer retention period is required by law, this Agreement, or by the CDA.

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**, attached. Services shall be provided to residents of Monterey County.

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

Recognizing that resources are limited, and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization

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- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**.

For expenditures that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the County of Monterey.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.
L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.
L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-4**. Current inventory listings of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibits D-5**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered,
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement,
- Royalties received on patents and copyrights from contract-supported activities, and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provides each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2027.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment shall be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

For Title IIIB Outreach, Title III and Title VII Ombudsman funded services the final invoice is due no later than June 10, 2027. CONTRACTOR acknowledges that all Title IIIB, Title III and

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Title VII Ombudsman funding under this Agreement shall be exhausted by May 31, 2027; however, services shall continue through June 30, 2027, with other program funding and shall be recorded as Cash Match. For HICAP funded services the final invoice is due April 10, 2027, with HICAP funding under this Agreement exhausted by March 31, 2027. For MIPPA funded services the final invoice is due September 10, 2026, with all MIPPA funding under this Agreement exhausted by August 31, 2026.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 20, 2027.

O. PAYMENT SUMMARY:

Funding Type	*July 1, 2026 through June 30, 2027*
Title III B, Outreach	$63,219
Title III B, Ombudsman	$131,242
Title VII A, Ombudsman	$40,062
Ombudsman PHF	3,452
Ombudsman SHF	$36,253
Ombudsman SNF	$16,398
SUB-TOTAL:	$290,626

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2026, to June 30, 2027, shall not **exceed two hundred ninety thousand, six hundred and twenty-six dollars ($290,626)**.

Funding Type	*July 1, 2026 through March 31, 2027*
HICAP, Reimbursements	$84,506
HICAP, State Fund	$42,257
HICAP, State Fund Augmentation	$52,789
HICAP, Federal SHIP	$57,689
SUB-TOTAL:	$237,241

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2026, through March 31, 2027, shall not exceed **two hundred thirty-seven thousand, two hundred and forty-one dollars ($237,241).**

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Funding Type	*July 1, 2026 through August 31, 2026*
MIPPA SHIP	$5,521
MIPPA AAA	$1,995
MIPPA ADRC	$1,092
SUB-TOTAL:	$8,608

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2026, through August 31, 2026, shall not exceed **eight thousand six hundred and eight dollars ($8,608)**.

GRAND TOTAL:	**$536,475**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2026, through June 30, 2027, shall not exceed **five hundred thirty-six thousand, four hundred and seventy-five dollars ($536,475)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #AAA-2526-32-03, AAA-2526-32-05, AAA-2526-32-06, AAA-2627-32-01 and AAA-2627-32-02. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

(End of Exhibit A)

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TITLE III-B (CFDA #93.044)
OUTREACH
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to Seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Outreach services shall be provided throughout all four regions of Monterey County by a bilingual/ bicultural (English/Spanish) staff person, who shall provide one-on-one contact through regular and predictable presence at identified sites. This staff person shall be dedicated exclusively to outreach activities. Printed materials for all senior service programs shall be regularly distributed by staff. An all-agency flyer and outreach schedule shall be developed and distributed in English and Spanish. It shall include names, contact numbers and websites for senior service programs. Outreach staff shall participate in local community groups and events in order to identify potential clients. Although staff will maintain the strong partnerships developed over the years, emphasis shall be placed on seeking out new and non-traditional partners and strategies for reaching this hard to serve population. Ties shall be strengthened between faith communities, local businesses, law enforcement, neighborhood watch groups and the schools. Staff shall develop closer and more regular contacts with rural community newspapers and radio stations.

Staff shall conduct Benefits Check-Up screenings to assist older adults and individuals with disabilities in determining their eligibility for services and supports and provide enrollment assistance as needed.

One-on-one contact with individuals at Senior Benefit Clinics. Individuals are screened, determined eligible for services, and enrollment assistance is provided when needed.

A.1 Supportive Services:

Outreach (Non-Registered)

Unit of Service Definition:

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,800 to include 150 Benefits Check-Up screenings

Benchmark of Service Units to be delivered:

by September 30th:	1,450 Units	(25%)
by December 31st:	2,900 Units	(50%)
by March 31st:	4,350 Units	(75%)
by June 30th:	5,800 Units	(100%)

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A.2 Supportive Services:

Transportation (Non-Registered, i.e., distribution of Monterey Salinas Transit bus passes)

Unit of Service Definition:

Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. Provide resources to older adults that meet pre-determined criteria and use provided signature logs for tracking purposes. Follow prescribed procedures as established.

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be delivered: 4,200

300 (Weekly) Bus Passes = 14 Units Each

300 (Weekly) Bus Passes x 14 Units = 4,200 Total Units

Benchmark of Service Units to be delivered:

by September 30th:	75 Bus Passes = 1,050 Units (25%)
by December 31st:	150 Bus Passes = 2,100 Units (50%)
by March 31st:	225 Bus Passes = 3,150 Units (75%)
by June 30th:	300 Bus Passes = 4,200 Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. The Narrative Report shall be in the form set forth in **Exhibit D-6**.

CONTRACTOR shall provide participant signature logs to COUNTY for the distribution of Monterey Salinas Transit daily bus passes by the 10th day of the month for bus passes distributed in the previous month or as needed by the County Contract Manager.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide, if requested a corrective action plan to the COUNTY describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

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If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE III-B (CFDA #93.044)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:
Complaint Resolution Rate: This rate is based on the number of partially resolved or fully resolved complaints, divided by the total number of complaints.
Benchmark is to achieve **60.0%** completion or higher

A.2 Service and Definition:
Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **30** by June 30th

A.3 Service and Definition:
Work with Family Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **1** by June 30th

A.4 Service and Definition:
Information and Assistance to Facility Staff: This includes the count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **402** by June 30th

A.5 Service and Definition:
Information and Assistance to Individuals: This includes the count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **1,000** by June 30th

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B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) Reporting System.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR to attach copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the Area Agency on Aging (AAA) upon request describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B ***Ombudsman does not require a local cash/in-kind match.***

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TITLE VII-A (CFDA #93.042)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:

Community Education: This includes community education events where Ombudsman volunteers and/or staff participate in local health fairs, public gatherings, public meetings, or similar events to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.
Unit of Service Measurement: Each event
Estimated Service Units to be delivered: Benchmark of **12** by June 30th

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR shall attach a copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title VII-A does not require a local cash/in-kind match.

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OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide advocacy services for residents in long-term care facilities in Monterey County. CONTRACTOR is federally mandated to do complaint investigation and resolution on behalf of these vulnerable residents and their families or representatives.

Funding under this Agreement shall be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNFs). This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

A.1 Service and Definition:
Facility coverage at skilled nursing and residential care facilities where Ombudsman volunteers visit the facility and engage with residents and/or staff (other than respond to a complaint).

Benchmark is the percentage of facilities visited out of the total number in the County. The goal is to visit **100%** of the facilities each quarter.

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027. CONTRACTOR shall attach a copy of ODIN data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the COUNTY/AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

The Ombudsman Initiative requires no local cash/in-kind match.

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HICAP STATE FUND,
HICAP REIMBURSEMENTS (INS FUND),
HICAP AUGMENTATION FUND,
FEDERAL SHIP FUNDS (CFDA #92.324)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide health insurance counseling and advocacy services to (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility and, (b) the public at large for Health Insurance Counseling and Advocacy Program (HICAP) community education services. Services shall be provided throughout the County of Monterey. CONTRACTOR must be in compliance with all Program Memoranda issued by the California Department of Aging.

A.1 Service and Definition:
Estimated Number of finalized intakes for each Public Service Area (PSA); Clients Counseled: **1,581**
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.

A.2 Service and Definition:
Estimated Number of Public and Media Events: **122**
Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.

A.3 Service and Definition:
Estimated Number of Contacts for all Clients Counseled: **1,581**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.

A.4 Service and Definition:
Estimated Number of Persons Reached at Public and Media Events: **2,998**
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements and printed outreach materials.

A.5 Service and Definition:
Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **59**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.

A.6 Service and Definition:
Estimated Unduplicated Number of Low-Income Beneficiaries: **454**

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Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).

A.7 Service and Definition:
Estimated Unduplicated number of English as Second Language Contacts: **507**
Note: This is the number of unduplicated English Second Language (ESL) where the Medicare beneficiary's Primary Language is not English.

A.8 Service and Definition:
Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,130**
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D

Benchmark of Services Provided: CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 quarterly, as reported in the CONTRACTOR'S quarterly report. There shall be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by March 31, 2027, **100%** of specified services shall have been provided.

CONTRACTOR shall use the State HICAP fund augmentation to provide for the equivalent of at least 1.0 full-time Volunteer Coordinator.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 15, 2026, January 15, 2027, April 15, 2027, and July 15, 2027. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace HICAP PMP data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

CONTRACTOR shall complete and submit the HICAP Work Plan and the HICAP Semi-Annual Narrative Report (using templates provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

HICAP does not require a local cash/in-kind match.

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MIPPA-SHIP, MIPPA-AAA, AND MIPPA-ADRC
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY 2026-27. CDA shall evaluate achievement of performance benchmarks for the reporting period ending June 30, 2027.

A.1 Service and Definition:
Medicare Improvements for Patients and Providers Act (MIPPA).
The MIPPA funds are specifically tied to the following Priority Areas and activities.

A.1.1 **MIPPA Priority Area 1 (SHIP)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

A.1.2 **MIPPA Priority Area 2 (AAA)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.1.3 **MIPPA Priority Area #3 (ADRC Service Areas)** – Activities must include outreach in the ADRC Service Areas (Monterey County) regarding Medicare Part D benefits related to LIS beneficiaries and MSPs, and outreach activities aimed at preventing disease and promoting wellness. CONTRACTOR is encouraged to partner with our local ADRC and CCCIL to support the No Wrong Door approach and system.

A.1.4 **All Priority Areas** – SHIP, AAA, and ADRC: Must conduct outreach activities aimed at preventing disease and promoting wellness.

Unit of Service Definition & Measurement:
Completed and submitted Low Income Subsidy (LIS) applications and Medicare Savings Plan (MSP) applications.

Estimated Service Units to be delivered:
Benchmark of **17** Service Units by June 30, 2027.

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B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 15, 2026, January 15, 2027, April 15, 2027, and July 15, 2027. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace MIPPA PMP data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-6**.

CONTRACTOR shall complete and submit the MIPPA Work Plan and the MIPPA Semi-Annual Narrative Report (using templates provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of periods within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

C. MATCH REQUIREMENTS

MIPPA does not require a local cash/in-kind match.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**. Only the costs listed in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5,** and **Exhibit C-6** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 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 with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to

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explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of

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public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations

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issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

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Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Michael MJ Donohue** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

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a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Outreach

Funding Source and Federal Catalog #

Check one:			
Title III B	**X**	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:			
Original	x	**03.13.26**
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program:	Thom DLC 03/13/2026
Required Match of 10.53%	Get-Care Updated by Vendor:	
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	Araceli Madrid 3/26/2025

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JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Outreach

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	87,886	-
Payroll Taxes- ERE	6,811	
Employee Benefits- ERE	18,732	
SUBTOTAL (Personnel Costs):	113,429	-
*Travel		
Training		
Space	7,707	
Food		
Client Support		
Equipment		
Materials and Supplies	1,000	
Operating Services	3,595	
Indirect Costs	1,500	
Column Totals:	127,231	-
	Total Budget:	$ 127,231

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Executive Director	$170,000.00	3.00%	$ 5,100
1	Program Director	$38,212.00	10.00%	$ 3,821
1	Programs Manager	$65,640.00	50.00%	$ 32,820
1	Outreach Specialist	$43,680.00	80.00%	$ 34,944
1	Outreach Assistant	$39,520.00	24.00%	$ 9,485
1	Information / Referral Specialist	$17,160.00	10.00%	$ 1,716
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 374,212		$ 87,886.00
	Payroll Taxes- ERE			$ 6,811.00
	Employee Benefits- ERE			$ 18,732.00
	Total Paid Staff			$ 113,429.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ -

	Total Personnel Costs			$ 113,429

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	64,012	-	$ 64,012
AAA Grant Funds		63,219		$ 63,219
Total Funding		$ 127,231	$ -	$ 127,231

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		64,012		$ 64,012
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 64,012	$ -	$ 64,012

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Outreach								
Original Amount	127,231	0	0	63,219	0	64,012	0	13,397
Fund Increase		0	0	0	0	0	0	0
10.53%	127,231	0	0	63,219	0	64,012	0	13,397
								Difference
Required Match (Original)	127,231	0	0	63,219	0	64,012	0	match OK
Required Match (Amended)	127,231	0	0	63,219	0	64,012	0	match OK

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B	**X**	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	04.06.26
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 04/06/2026
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/16/2025

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JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	162,304	16,150
Payroll Taxes- ERE	16,127	
Employee Benefits- ERE	20,562	
SUBTOTAL (Personnel Costs):	198,993	16,150
*Travel	2,000	
Training	1,000	
Space	9,250	
Food	250	
Client Support		
Equipment		
Materials and Supplies	500	
Operating Services	14,025	
Indirect Costs	13,124	
Column Totals:	239,142	16,150
	Total Budget:	$ 255,292

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	10.00%	$ 3,821
1	Programs Manager	$65,640.00	3.00%	$ 1,969
1	Ombudsman Program Manager	$74,880.00	67.00%	$ 50,170
1	Staff Ombudsman	$47,757.00	67.00%	$ 31,997
1	Staff Ombudsman	$43,680.00	67.00%	$ 29,266
1	Staff Ombudsman	$34,320.00	70.75%	$ 24,281
1	Staff Ombudsman	$20,800.00	100.00%	$ 20,800
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 325,289		$ 162,304.00
	Payroll Taxes- ERE			$ 16,127.00
	Employee Benefits- ERE			$ 20,562.00
	Total Paid Staff			$ 198,993.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	475	$ 16,150.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 16,150.00

	Total Personnel Costs			$ 215,143

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	96,165	-	$ 96,165
Contributions (+) Matching	Section F	11,735	16,150	$ 27,885
AAA Grant Funds		131,242		$ 131,242
Total Funding		$ 239,142	$ 16,150	$ 255,292

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	Omb Initiative funds - PHF	3,452		$ 3,452
Government Agencies:	Omb Initiative funds - SHF	36,253		$ 36,253
Government Agencies:	Omb Initiative funds - SNF	16,398		$ 16,398
Government Agencies:	Title VII A funds	40,062		$ 40,062
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 96,165	$ -	$ 96,165

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		11,735	16,150	$ 27,885
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 11,735	$ 16,150	$ 27,885

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Ombudsman								
Original Amount	255,292	96,165	0	131,242	0	11,735	16,150	16,756
Fund Increase		0	0	0	0	0	0	0
10.53%	255,292	96,165	0	131,242	0	11,735	16,150	16,756
								Difference
Required Match (Original)	255,292	96,165	0	131,242	0	11,735	16,150	match OK
Required Match (Amended)	255,292	96,165	0	131,242	0	11,735	16,150	match OK

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title 7A Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D		93.043
Title VII A	**X**	93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	**04.06.26**
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 4/06/2026
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/26/2025

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

JULY 1, 2026 - JUNE 30, 2027

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Alliance on Aging
Project: Title 7A Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	28,044	2,822
Payroll Taxes- ERE	2,244	
Employee Benefits- ERE	2,860	
SUBTOTAL (Personnel Costs):	33,148	2,822
*Travel	3,000	
Training		
Space	3,413	
Food		
Client Support		
Equipment		
Materials and Supplies		
Operating Services		
Indirect Costs	3,088	
Column Totals:	42,649	2,822
	Total Budget:	$ 45,471

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	2.500%	$ 955
1	Programs Manager	$65,640.00	2.450%	$ 1,608
1	Ombudsman Program Manager	$74,880.00	12.700%	$ 9,510
1	Staff Ombudsman	$47,757.00	12.700%	$ 6,065
1	Staff Ombudsman	$43,680.00	12.700%	$ 5,547
1	Staff Ombudsman	$34,320.00	12.700%	$ 4,359
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 304,489		$ 28,044.00
	Payroll Taxes- ERE			$ 2,244.00
	Employee Benefits- ERE			$ 2,860.00
	Total Paid Staff			$ 33,148.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	83	$ 2,822.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 2,822.00

	Total Personnel Costs			$ 35,970

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	2,587	-	$ 2,587
Contributions (+) Matching	Section F	-	2,822	$ 2,822
AAA Grant Funds		40,062		$ 40,062
Total Funding		$ 42,649	$ 2,822	$ 45,471

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions		2,587		$ 2,587
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 2,587	$ -	$ 2,587

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		-	2,822	$ 2,822
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ 2,822	$ 2,822

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title 7A Ombudsman								
Original Amount	45,471	2,587	0	40,062	0	0	2,822	4,516
Fund Increase		0	0	0	0	0	0	1,694
10.53%	45,471	2,587	0	40,062	0	0	2,822	4,516
								Difference
Required Match (Original)	45,471	2,587	0	40,062	0	0	2,822	4,516
Required Match (Amended)	45,471	2,587	0	40,062	0	0	2,822	4,516

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

OMBUDSMAN BUDGET

BUDGET PERIOD: JULY 1, 2026 - JUNE 30, 2027

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiatives

Funding Source and Catalog

Check one:			
	State Funds	X	Public Health L & C Program Fund
	State Funds	X	State Health Facilities Citation Penalties Account
	State Funds	X	SNF Quality & Accountability

Budget Version

Check one:			
	Original	X	03.13.26
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 5/06/2026
Indirect Cost limit 10%	Get-Care Updated by Vendor:
No Required Match	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: Araceli Madrid 3/26/2025

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Agency Name: Alliance on Aging Ombudsman Initiatives

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	$ 3,107	$ 32,628	$ 14,758	$ 50,493
Operating Expenses	$ 345	$ 3,625	$ 1,640	$ 5,610
Total	$ 3,452	$ 36,253	$ 16,398	$ 56,103

Source of Revenue		Public Health L & C Program Fund Cash	Public Health L & C Program Fund In-Kind	State Health Facilities Citation Penalties Account Cash	State Health Facilities Citation Penalties Account In-Kind	SNF Quality & Accountability Cash	SNF Quality & Accountability In-Kind	Total Budget Cash	Total Budget In-Kind
AAA Grant		$ 3,452		$ 36,253		$ 16,398		$ 56,103	$ -
Project Income								$ -	$ -
Other Federal Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Other State Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
County/City Funds	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Private Grants	*Match*							$ -	$ -
	Non-Match							$ -	$ -
Net Fundraising	*Match*		$ -		$ -			$ -	$ -
	Non-Match							$ -	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 3,452		$ 36,253		$ 16,398		$ 56,103	

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION B:

Alliance on Aging
Ombudsman Initiatives
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
1	Program Director	$38,212.00	0.3465%	0.7750%	0.9610%	$ 796.00
1	Programs Manager	$65,640.00	0.3465%	0.7700%	0.9610%	$ 1,364.00
1	Ombudsman Program Manager	$74,880.00	1.1000%	13.4500%	5.5000%	$ 15,013.00
1	Staff Ombudsman	$47,757.00	1.1000%	13.4500%	5.5000%	$ 9,575.00
1	Staff Ombudsman	$43,680.00	1.1000%	13.4500%	5.5000%	$ 8,758.00
1	Staff Ombudsman	$34,320.00	1.0000%	10.0000%	5.5000%	$ 5,663.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 304,489.00	$ 2,533.00	$ 26,603.00	$ 12,033.00	$ 41,169.00
	Payroll Taxes- ERE		$ 194.00	$ 2,035.00	$ 920.00	$ 3,149.00
	Employee Benefits- ERE		$ 380.00	$ 3,990.00	$ 1,805.00	$ 6,175.00
	Total Paid Staff	**$ 304,489.00**	**$ 3,107.00**	**$ 32,628.00**	**$ 14,758.00**	**$ 50,493.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 304,489**	**$ 3,107**	**$ 32,628**	**$ 14,758**	**$ 50,493**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION C:

Alliance on Aging

Ombudsman Initiatives

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation Penalties		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Cost 10 % limit of Grant Funding	$ 345		$ 3,625		$ 1,640		$ 5,610	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	345	-	3,625	-	1,640	-	5,610	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

HICAP BUDGET

BUDGET PERIOD: **July 1, 2026 - March 31, 2027**

Name of Agency: Alliance on Aging, Inc

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Funding Source and Catalog #

State Funds	X	N/A	HICAP Fund
State Funds	X	N/A	Reimbursements (Ins Fund)
State Funds	X	N/A	HICAP Fund Augmentation
	X	92.324	Federal SHIP Funds

Check one: **Budget Version**

Original	X	7/1/2026
Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid 4/28/2026
Budget Approved by Program: Thom DLC 3/13/2026
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: Araceli Madrid 3/26/2026

Agency Name: Alliance on Aging, Inc

July 1, 2026 - March 31, 2027

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	Total Budget
Personnel	$ 25,296	$ -	$ 49,060	$ -	$ 34,190	$ -	$ 47,739	$ -	$ 156,285
Operating Expenses	$ 16,961	$ -	$ 35,446	$ -	$ 23,499	$ -	$ 5,050	$ -	$ 80,956
Total	$ 42,257	$ -	$ 84,506	$ -	$ 57,689	$ -	$ 52,789	$ -	$ 237,241

Source of Revenue		HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 42,257				$ 84,506				$ 57,689				$ 52,789				$ 237,241	$ -
Project Income																		$ -	$ -
Other Federal Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Other State Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
County/City Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Private Grants	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Net Fundraising	*Match*		$ -															$ -	$ -
	Non-Match																	$ -	$ -
Totals by Match	***Match***	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 42,257		$ -		$ 84,506		$ -		$ 57,689		$ -		$ 52,789		$ -		$ 237,241	

Docusign Envelope ID: 42E20220-E023-8242-8225-9D0E9E65636E

Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
1	Executive Director	$150,000.00	0.75%		1.71%		1.17%				$ 5,445.00
1	Program Director	$38,212.00	1.80%		3.40%		2.30%		0.07%		$ 2,866.00
1	Programs Manager	$65,640.00	1.80%		3.40%		2.30%		0.07%		$ 4,923.00
1	HICAP Program Manager	$69,680.00	10.40%		20.00%		14.00%		3.12%		$ 30,938.00
1	Program Specialist	$56,160.00	10.40%		20.00%		14.00%		3.12%		$ 24,935.00
1	Program Assistant	$43,680.00	10.40%		20.00%		14.00%		3.12%		$ 19,394.00
1	Program Assistant/VC	$40,188.00							83.51%		$ 33,561.00
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	Total Salaries	$ 463,560.00	$ 20,624.00	$ -	$ 40,000.00	$ -	$ 27,876.00	$ -	$ 38,923.00	$ -	$ 127,423.00
	Payroll Taxes- ERE		$ 1,578.00	$ -	$ 3,060.00	$ -	$ 2,133.00	$ -	$ 2,978.00	$ -	$ 9,749.00
	Employee Benefits- ERE		$ 3,094.00	$ -	$ 6,000.00	$ -	$ 4,181.00	$ -	$ 5,838.00	$ -	$ 19,113.00
	Total Paid Staff	**$ 463,560.00**	**$ 25,296.00**	**$ -**	**$ 49,060.00**	**$ -**	**$ 34,190.00**	**$ -**	**$ 47,739.00**	**$ -**	**$ 156,285.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
											$ -
											$ -
											$ -
											$ -
											$ -
	Total In-Kind Staff		$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total Personnel Costs	**$ 463,560**	**$ 25,296**	**$ -**	**$ 49,060**	**$ -**	**$ 34,190**	**$ -**	**$ 47,739**	**$ -**	**$ 156,285.00**

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Agency Name: 0 Alliance on Aging, Inc

Project Name: OPERATING EXPENSE Health Insurance and Counseling Advocacy Program (HICAP)

SECTION C:
OPERATING EXPENSES

OPERATING EXPENSE	HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 462				$ 935				$ 603								$ 2,000	$ -
Training	$ 1,000				$ 2,000				$ 1,000								$ 4,000	$ -
Space	$ 3,542				$ 6,484				$ 2,358								$ 12,384	$ -
Food	$ 230				$ 558				$ 412								$ 1,200	$ -
Client Support																	$ -	$ -
Equipment	$ 1,048				$ 1,521				$ 455								$ 3,024	$ -
Materials and Supplies	$ 892				$ 3,304				$ 1,904								$ 6,100	$ -
Operating Expenses	$ 5,562				$ 12,394				$ 11,211				$ 432				$ 29,599	$ -
Indirect Cost: 10% limit of Grant	$ 4,225				$ 8,250				$ 5,556				$ 4,618				$ 22,649	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
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																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
Total Operating Expenses	**16,961**	**-**	**-**	**-**	**35,446**	**-**	**-**	**-**	**23,499**	**-**	**-**	**-**	**5,050**	**-**	**-**	**-**	**80,956**	**-**

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

MIPPA BUDGET

BUDGET PERIOD: **July 1, 2026 - August 31, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main Street

Salinas CA 93901

Project Name: Medicare Improvements for Patients and Providers Act (MIPPA)

Funding Source and Catalog

Check one:				
	Federal Funds	X	93.071	MIPPA: Priority Area 1 SHIPs
	Federal Funds	X	93.071	MIPPA: Priority Area 2 AAAs
	Federal Funds	X	93.071	MIPPA: Priority Area 3 ADRC

Budget Version

Check one:			
	Original	X	**03.13.2026 T1**
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Finance Director | 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue | 831.655.4240
Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:	Reviewed for: completeness and accuracy No match requirement Reviewed for Allowable Costs 10% Indirect Cost limit	
	Budget Approved by Fiscal:	Araceli Madrid 4/28/2026
Budget Template Last Updated:	Budget Approved by Program:	Thom DLC 5/06/2026
3/27/24 Araceli Madrid	Get Care Updated by Vendor:	
	Get Care Verified by Fiscal:	Araceli Madrid

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Agency Name: Alliance on Aging Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	Total Budget
Personnel	$ 4,770	$ 1,675	$ 822	$ 7,267
Operating Expenses	$ 751	$ 320	$ 270	$ 1,341
Total	$ 5,521	$ 1,995	$ 1,092	$ 8,608

Source of Revenue		MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 5,521		$ 1,995		$ 1,092		$ 8,608	$ -
Project Income									
Other Federal Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Other State Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
County/City Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Private Grants								$ -	$ -
	Non-matching							$ -	$ -
Net Fundraising	*Matching*		$ -		$ -			$ -	$ -
	Non-matching							$ -	$ -
Totals by match	*Matching*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 5,521		$ 1,995		$ 1,092		$ 8,608	

$ - $ - $ - $ -

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SECTION B: **Alliance on Aging**

Medicare Improvements for Patients and Providers Act (MIPPA)

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	**MIPPA: Priority Area 3 ADRC**	
1	Program Director	$38,212.00			1.75%	$ 669.00
1	Development Director	$80,080.00	3.50%	0.90%		$ 3,524.00
1	Outreach Specialist	$43,680.00	2.50%	0.90%		$ 1,485.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 161,972.00	$ 3,895.00	$ 1,114.00	$ 669.00	$ 5,678.00
	Payroll Taxes- ERE		$ 298.00	$ 85.00	$ 51.00	$ 434.00
	Employee Benefits- ERE		$ 577.00	$ 476.00	$ 102.00	$ 1,155.00
	Total Paid Staff	**$ 161,972.00**	**$ 4,770.00**	**$ 1,675.00**	**$ 822.00**	**$ 7,267.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	MIPPA: Priority Area 3 ADRC	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff	$ -	$ -	$ -	$ -	$ -
	Total Personnel Costs	**$ 161,972**	**$ 4,770**	**$ 1,675**	**$ 822**	**$ 7,267**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Sec A), column "Total Budget"

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SECTION C:

Alliance on Aging

Medicare Improvements for Patients and Providers Act (MIPPA)

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services	$ 199		$ 120		$ 161		$ 480	$ -
Indirect Costs: 10% limit of Grant Funding	$ 552		$ 200		$ 109		$ 861	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	751	-	320	-	270	-	1,341	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

EXHIBIT D-1

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2025 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2026-27 **Service Delivery:** 07/01/2026 **Last Modified:** 07/01/2026 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS) **Service Delivery End:** 07/31/2026 **Last Submit Date:** 08/10/2026

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$000	$000	Approved

Dates: 07/01/2026 To: 07/31/2026
Service: Name of Service
Subcontractor/Provider: Name Address: Address

Total Amount

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

Program Items

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

Author Date Created Comments

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Provider Annual Closeout Summary

Parameters

Date:	07/01/2026 TO 06/30/2027	Service:	Name of Service	Contract Number:	All
Region:	Area Agency on Aging (Monterey County DSS)	Program:	All		All
Provider:	All	Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Preparer's Signature:

Date Entered in AAA Database: _____

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

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approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

AAA Inventory

3/15/2026 19:35

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Dispose Status	Notes
Alliance on Aging	Dell Network Computer Server	PowerEdge SC 1430	6SJ7YD1	10/22/2007	$2,329.86	08923	3B		
Alliance on Aging	Computer/Keyboard	Dell OPTIPLEX 330	CNDNMF1	3/7/2008	$875.01	08935	3B		
Alliance on Aging	Dell Optiplex System w/HP	OPTIPLEX 360	CYD95J1	6/18/2009	$772.55	08979	3B		
Alliance on Aging	Dell 20" Monitor		C9110POW	6/18/2009	$772.55	22381	3B		
Alliance on Aging	Dell 20" Monitor		C9110NTN	6/18/2009	$772.55	22382	3B		
Alliance on Aging	Dell Monitor		CNC9110NTS	6/18/2009	$772.55	22379	3B		
Alliance on Aging	Dell Monitor		C9110NTV	6/18/2009	$772.55	22380	3B		
Alliance on Aging	Dell Computer	OPTIPLEX 780	IWORGQI	5/12/2011	$1,038.10	22409	3C1		
Alliance on Aging	Dell Monitor			5/1/2012	$519.50	22386	3B		
Alliance on Aging	Dell Monitor	Optiplex 390	41891006881	5/1/2012	$519.50	22385	3B		
Alliance on Aging	Dell Laptop	Dell Latitude E5530	30047876497	1/24/2013	$1,198.54	20254	3B		

Authorized Signature	Print Name and Title	Date

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AAA Funded Inventory
Alliance On Aging- HICAP

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Alliance on Aging	Epson LCD Projector	EMP 50	CWJ01Z0835K	12/2001	$2,140.00	22371	HICAP	
Alliance on Aging	Dell Desktop	Dell OptiPlex3040 SFF	H8L67J24590750	05/2007	$876.08	22410	HICAP	
Alliance on Aging	Dell Laptop	VOSTRO 1500 Intel Celeron	7444312705	06/2008	$1,086.96	08942	HICAP	
Alliance on Aging	Desktop Computer	OPTIPLEX 300 Minitower	4GD3HG1	06/2008	$874.52	08944	HICAP	
Alliance on Aging	Dell Laptop	Latitude E5520	GPJLWL1	05/2011	$1,028.38	22383	HICAP	
Alliance on Aging	Dell Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09793	HICAP	
Alliance on Aging	Symantec Endpoint Protection Software	UPG-V		06/2011	$731.01	09792	HICAP	
Alliance on Aging	Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09794	HICAP	
Alliance on Aging	OPTOMA Projector	TWS10ST		05/2012	$1,130.30	20250	HICAP	
Alliance on Aging	Wide Monitor 21.5 inch	Dell E Series E2211H		05/2012	$519.29	22388	HICAP	
Alliance on Aging	OPTOMA Projector	TW610ST		05/2012	$1,130.30	20251	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41891336065	05/2012	$519.29	20245	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41890960225	05/2012	$519.29	20246	HICAP	
Alliance on Aging	Dell Server	Dell Power Edge T410	4810031137	06/2012	$7,877.29	20247	HICAP	
Alliance on Aging	Samsung 55" Flat Screen TV	UN55ES6150	Z54D3CY500146	06/2012	$1,860.37	20248	HICAP	
Alliance on Aging	Dell Optiplex	9010 Mini Tower	68YTHX1	06/2013	$807.30	22365	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	8G5NLX1	06/2013	$1,264.00	22368	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G132M	06/2013	$500.00	22366	HICAP	
Alliance on Aging	Monitor Wide Screen 23 in	Dell Professional P2312H	7444535G993M	06/2013	$500.00	22370	HICAP	
Alliance on Aging	Mini Tower Computer	Dell Optiplex 9010 Mini Tower	68YSHX1	06/2013	$663.00	22369	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	GG5NLX1	06/2013	$1,265.00	22367	HICAP	
Alliance on Aging	Dell Optiplex	9010 mini tower	68ZQHX1	06/2013	$807.30	22363	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G138M	06/2013	$500.00	22364	HICAP	
Alliance on Aging	Dell Computer	Dell Optilex 3020	FK2L532	03/2015	$513.00	22434	HICAP	
Alliance on Aging	Dell 22 Monitor			03/2015	$513.00	22435	HICAP	
Alliance on Aging	TV	80" Flat Screen	Vizio M801i-A3	03/2015	$3,131.00	22440	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	CRBN982	02/2016	$1,308.53	22418	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	9RBN982	02/2016	$1,308.53	22416	HICAP	
Dell Laptop	5580	17717304278		10/6/2017	$ 1,521.00	22451	Monterey	Alliance on Aging

Authorized Signature	Print Name and Title	Date

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Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2026 ☐ Oct – Dec 2026 ☐ Jan – Mar 2027 ☐ Apr – Jun 2027

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

4. Please give examples of success stories and customer testimonials (with name and city of residence), and photos if available with media release form.

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Alliance on Aging

By: Signed by: 14CE37E1B1CF428...

Title: Board President

Date: 5/11/2026 | 5:05 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 14CE37E4B1CF428...

Board President
Title

Alliance on Aging
Agency/Organization

5/11/2026 | 5:05 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
14CE37E1B1CE428...
(signature of authorized representative)

5/11/2026 | 5:05 PM PDT
(date)

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ALLIANCE ON AGING
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Alliance on Aging

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

Signed by:
[signature]
4CE37E1B1CF428...
Authorized Signature

5/11/2026 | 5:05 PM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE BAY AREA CAPI CONSORTIUM AND SAN MATEO COUNTY (HUMAN SERVICES AGENCY)

This MOU Agreement (the "Agreement"), effective as of July 1, 2026(the "Effective Date"), is by and between the Bay Area CAPI Consortium, a multi-county consortium comprised of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma, and Stanislaus counties (hereinafter referred to as the "Parties" or "member counties").

W I T N E S S E T H

WHEREAS Welfare & Institutions Code section 18937 authorizes counties to form consortia to administer the Cash Assistance Program for Immigrants (CAPI), which provides cash assistance to aged, blind and disabled legal immigrants who are not citizens and who successfully complete an application process; and

WHEREAS, the ten member counties listed form a Consortium, established on March 21, 2000 by Resolution 63488, for the efficient and effective administration of CAPI; and

WHEREAS, the County of San Mateo is a member of the Consortium and has agreed to be the Fiscal Agent for the Consortium.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. **Purpose.** The Cash Assistance Program for Immigrants ("CAPI") is a program that provides cash assistance to certain aged, blind and disabled legal immigrants who are not eligible for Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits, solely due to the immigration provisions of Public Law 104-193 and its amendments. The purpose of Resolution 63488 and this Agreement is to: identify the counties that wish to participate in the Bay Area CAPI Consortium, a multi-county Consortium to administer CAPI; identify the County of San Mateo as the Fiscal Agent for the Consortium; and to identify the respective responsibilities of the County of San Mateo, as Fiscal Agent, and the other member counties.
2. **Responsibilities of the County.** As the lead agency of the Bay Area CAPI Consortium, the County of San Mateo will perform the following administrative tasks for the member counties:
   a) Provide member counties with pre-addressed envelopes with County of San Mateo contact information to give to clients ("clients" used herein to refer to applicants, recipients, and/or individuals) to return verifications and/or forms to the County of San Mateo directly.
   b) Follow up with clients on information requested by their residence county regarding information necessary to determine eligibility for CAPI.

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c) Send requests to clients for any additional information/verifications needed to process applications.
d) Respond to calls from clients and member counties.
e) Make necessary entries in California Statewide Automated Welfare System CalSAWS.
f) Scan all required supporting documentation into the County of San Mateo Document Management System, CalSAWS.
g) Determine CAPI eligibility and approve or deny applications within application timeframes.
h) Issue CAPI payments to clients in a timely manner from CAPI funds made payable from the State of California to the County (the County of San Mateo's authority and responsibility to make CAPI payments is limited to CAPI funding received from the State of California).
i) Submit the completed disability packets received from clients or member counties to the Disability Determination Services Division (DDSD).
j) Revise budgets based on changes reported by clients.
k) Provide member counties access to the County of San Mateo CAPI Handbook, as needed.
l) Provide member counties with policy and procedural updates based on All County Welfare Director's Letters.
m) Provide member counties with current forms and revisions as they occur.
n) As CAPI training is offered by the State, the County of San Mateo will invite member counties to attend.
o) Maintain necessary fiscal records related to program administration.
p) Provide requested reports to member counties as needed via secure email.
q) Gather required statistical information required by the State of California from CalSAWS.
r) Process reimbursements from Social Security Administration (SSA) for all CAPI payments made to CAPI clients who have been approved for SSI and ensure such reimbursement is forwarded to the State.
s) Represent all Bay Area CAPI Consortium member counties at hearings.
t) Send all potential fraudulent cases to the associated member county for investigation and maintain communication regarding case information. Once the investigation outcome is determined by the member county, San Mateo will take the appropriate action.
u) Apply to the State of California for CAPI administration funding, receive said funding, and spend it as the County of San Mateo determines necessary in relation to the administration of CAPI.
v) Treat all documents in compliance with the Privacy Security Agreements that all Member Counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: http://www.cdss.ca.gov/Privacy-Policy and here https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pd

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3. **Responsibilities of Member Counties.** The member counties will:

a) Screen applicants for potential CAPI eligibility; discuss CAPI reporting responsibilities as part of the screening process and remind applicants/recipients at every contact thereafter.
b) Assist applicants in completing the application packet which must include SOC 814, SOC 453, SSP14, SOC 455, C-706, C-754 and any other forms required by the State.
c) Obtain Release of Information form (currently the C -706) from clients when appropriate.
d) Assist applicants claiming disability with Disability Eligibility Determination forms MC220 and MC223 and mail originals to the County of San Mateo.
e) Give clients a verification checklist, using the current Bay Area Consortium CAPI Transmittal form (C-761), with a due date of 10 calendar days.
f) Accept the initial CAPI application from clients, immediately date stamp and send application forms (or copies) and any additional information/verifications in pre-addressed envelopes or to expedite, use the SMC VirtualBox to submit to the County of San Mateo within **two business days** of the receipt of the application, including any applicable verifications already in county possession. (Note: clients may be advised to bring certain documents, i.e., verification of immigrant status, into their county office to avoid mail loss/expense of certified mail; member county will make copies of such documents and forward to the County of San Mateo).
g) Give applicants CAPI informational handout form C-755 (CAPI "Now What?" flyer).
h) **To expedite application processing, member counties are requested to** transmit application documents to the County of San Mateo with the standard Bay Area Consortium CAPI Transmittal form [C-761] preferably electronically via SMC VirtualBox. Select CAPI as the program. Member counties should keep a copy of all documents sent. Alternatively, member counties can also send it via fax: 650-301-8458. or mail it to:

San Mateo County Human Services Agency CAPI Unit PO
Box 25030
San Mateo, Ca 94402-9807

i) For clients designating an Authorized Representative (AR) to act on their behalf, have client complete and sign the current C-776 Authorized Representative for CAPI form.
j) Advise clients that applications will be processed by the County of San Mateo in its capacity as Fiscal Agent for the Bay Area CAPI Consortium.
k) Refer clients to contact San Mateo County at 1-800-648-0954 to obtain information related to CAPI.
l) Request pre-addressed envelopes with County of San Mateo contact information to give to clients to return verifications and/or forms to the County of San Mateo directly. Request can be submitted by calling 800-648-0954.
m) Respond within 2 business days to the County of San Mateo/client requests for documentation, including verification of client's GA/GR benefit (Notice of Action and/or system screenshot of month and benefit amount) necessary to process State Interim Assistance Reimbursement (IAR) upon approval for CAPI.
n) Within 2 business days, forward, via SMC VirtualBox or fax, any additional information provided/reported by the client.

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o) Within 2 business days, notify the County of San Mateo if SSI applications are approved or denied for a CAPI client from their county.
p) Complete the application process for other programs (Medi-Cal, CalFresh, General Assistance/General Relief, CalWORKs) when applicable.
q) Provide SSI advocacy services to clients, if applicable.
r) Investigate in a timely manner and prosecute clients who have fraudulently obtained benefits and reimburse the State and/or the County of San Mateo for money paid to clients who have fraudulently obtained benefits. Consortium counties must maintain communication with the County of San Mateo related to CAPI case investigation outcomes.
s) Will not add CAPI under the Other Program Assistance (OPA) page in CalSAWS, to avoid San Mateo County from discontinuing due to duplicate aid showing in CalSAWS erroneously.
t) Treat all documents in compliance with the Privacy Security Agreements that all member counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: http://www.cdss.ca.gov/Privacy-Policy and here: https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pdf

4. **Fiscal Responsibility Relating to Eligible Immigrant Clients and Clients to Whom General Assistance Has Been Paid**. The County of San Mateo will receive funds from the State of California and process CAPI aid payments to eligible immigrants, to the extent that State funds are available for the program and received by the County of San Mateo for that purpose.

   As the Fiscal Agent for the Consortium, when the County of San Mateo has received the corresponding CAPI payments, the County of San Mateo will follow these procedures for clients to whom General Assistance (GA) has been paid:

   a) Reimburse other member counties for General Assistance (GA) they have paid to clients in any month in which it is subsequently determined that the clients are eligible for and receives CAPI benefits.
   b) The difference between the full CAPI award amount and the General Assistance (GA) amount paid to clients will be remitted to the clients. This is contingent upon the participating member county informing the County of San Mateo, at the time the CAPI application is submitted to the County of San Mateo, that the member county is paying GA to the subject clients, and upon the County of San Mateo's receipt of corresponding CAPI payments from the State of California. Thereafter, the County of San Mateo will inform the member counties when clients are determined eligible for CAPI. Upon receipt of such notifications, member counties will not be reimbursed for GA provided to clients for month(s) following member county's receipt of the notification from the County of San Mateo. Where a member county has already processed the next scheduled GA payment to the clients, prior to the receipt of the notification from the County of San Mateo, member counties will receive standard reimbursement.
   c) When the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will reimburse the member county for the GA

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already paid to the clients.

5. **Payment in the Event of Impasse in the State Budget.** It is in the Parties' interest to continue the CAPI Program in the event the State is unable for any reason to make advance payment of CAPI funds. Notwithstanding any other provision of this Agreement, if the State does not advance CAPI funds to the County of San Mateo prior to the month for which the County of San Mateo is to issue CAPI assistance payments on behalf of the Consortium, and the failure to advance funds is due to a delay in the State budget, the County of San Mateo shall issue CAPI payments to eligible recipients, subject to and contingent upon all Parties' compliance with the following provisions:

   a) Within five (5) business days of the close of any month for which the County of San Mateo has issued CAPI assistance payments utilizing the County of San Mateo's funds, the County of San Mateo will issue to each member county an invoice indicating the amount of CAPI assistance payments issued by the County of San Mateo on behalf of the member county.
   b) Within ten (10) business days of receipt of the CAPI invoice for the previous month, the member county shall issue payment to the County of San Mateo equal to the amount of the invoice. If the County of San Mateo does not receive payment of the full amount within ten (10) business days, the County will not issue CAPI payments for that member county in the following month; and
   c) Upon resumption of the issuance of CAPI funds by the State to the County of San Mateo, and when sufficient such funds are available, the County of San Mateo shall reimburse each member county for the amount of county funds that member county issued to the County of San Mateo under this section of the Agreement. The County of San Mateo will reimburse itself for payments that were not received from member counties, as referenced in Paragraph 5(b).

6. **Term.** This Agreement shall be in effect as of July 1, 2026 and shall terminate on June 30,2030.

   The Consortium, upon consensus, may terminate this Agreement or a portion of the services referenced in this Agreement based upon unavailability of federal, state, or county funds, by providing written notice to the member counties as soon as is reasonably possible after the Consortium learns of the unavailability of outside funding.

   Any member county may withdraw from the Consortium upon thirty (30) days' written notice to the other Parties to this Agreement. Written notice must be issued by the officer or an authorized signatory agent designated in the signature section of this Agreement and mailed to:

   County of San Mateo Human Services Agency,
   Claire Cunningham, Director (or successor)
   500 County Center- 2nd floor, Redwood City, CA 94063

   Such notices shall be served by depositing them addressed as set out above, postage prepaid, and sent via U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

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7. **Authorizations.** Authorized signatory agents designated in the signature section of this Agreement, or their respective designees, are authorized to modify the Agreement and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by all Parties.

8. **Mutual Indemnification.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any responsibility, authority, or jurisdiction delegated to such Party under this Agreement. Neither Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any authority, responsibility, or jurisdiction delegated to such other Party under this Agreement.

   In the event of concurrent negligence of the County of San Mateo, its appointed or elected officials, officers, employees and/or agents, and any member county, its appointed or elected officials, officers, employees and/or agents, then the liability for any and all claims that arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence, with each party bearing its own attorney's fees and costs.

9. **Choice of Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Mateo County Superior Court.

10. **Construction.** All section headings are for reference only and shall not be considered in construing this Agreement.

11. **Severability.** If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be modified only as provided in section 7 and terminated as provided in section 6.

13. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and

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no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

14. **Representation re Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

15. **No Third-Party Beneficiaries.** Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.

16. **Conflict of Interest.** Each of the Parties shall avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this Agreement.

17. **Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this Agreement that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.

18. **Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[This Portion Intentionally Left Blank]

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ALAMEDA COUNTY

Authorized By: _____

Title: _____

Date: _____

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CONTRA COSTA COUNTY

Authorized By: _____

Title: _____

Date: _____

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MARIN COUNTY

Authorized By: _____

Title: _____

Date: _____

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MERCED COUNTY

Authorized By: _____

Title: _____

Date: _____

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MONTEREY COUNTY

Authorized By: _____

Title: _____

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A46091E5DE63489...

Title: Deputy County Counsel

Date: 5/11/2026 | 3:58 PM PDT

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SANTA CRUZ COUNTY

Authorized By: _____

Title: _____

Date: _____

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SOLANO COUNTY

Authorized By: _____

Title: _____

Date: _____

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SONOMA COUNTY

Authorized By: _____

Title: _____

Date: _____

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STANISLAUS COUNTY:

Authorized By: _____

Title: _____

Date: _____

Approved as to Form

By: _____

Title: _____

Date: _____

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows:
Hospital Inpatient and Day Treatment Intensive Services on an Inpatient Fee-for-Service Medi-Cal program, and Crisis Stabilization Unit Services.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
EXHIBIT B: PAYMENT AND BILLING PROVISIONS- Medi-Cal Fee for Service Program / Crisis Stabilization Unit
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: AUDITS AND AUDIT APPEALS
EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **JULY 1, 2026** and shall remain in effect until **JUNE 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

    a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

    b. A history of loss of license or felony convictions;

    c. A history of loss or limitation of privileges or disciplinary activity;

    d. A lack of present illegal drug use; and

    e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they will follow COUNTY's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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7. CONTRACTOR is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the COUNTY's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information shall be obtained from network providers to complete the re-credentialing process.

C. SCREENING AND ENROLLMENT REQUIREMENTS

1. COUNTY shall ensure that all CONTRACTOR providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

2. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to 120 days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

3. CONTRACTOR shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). CONTRACTOR shall provide evidence of completed consents when requested by the COUNTY, DHCS or the US Department of Health & Human Services (US DHHS).

IX. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

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X. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

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XI. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. CONTRACTOR must comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

D. Continuity of Care

CONTRACTOR shall follow the COUNTY's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

E. Network Adequacy

1. The CONTRACTOR shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

2. CONTRACTOR shall submit, when requested by COUNTY and in a manner and format determined by the COUNTY, network adequacy certification information to the COUNTY, utilizing a provided template or other designated format.

3. CONTRACTOR shall submit updated network adequacy information to the COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

4. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the CONTRACTOR shall provide a client the ability to choose the person providing services to them.

F. Practice Guidelines

1. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:

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a. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

b. They consider the needs of the clients;

c. They are adopted in consultation with contracting health care professionals; and

d. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

2. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

G. Provider Application and Validation for Enrollment (PAVE)

1. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

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ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

J. Client Informing Materials

1. Basic Information Requirements

a. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

b. CONTRACTOR shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

c. CONTRACTOR shall utilize the COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

d. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

e. Client information required in this section may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

i. The format is readily accessible;

ii. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

iii. The information is provided in an electronic form which can be electronically retained and printed;

iv. The information is consistent with the content and language requirements of this agreement;

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v. The client is informed that the information is available in paper form without charge upon request and the CONTRACTOR provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

2. Language and Format

a. CONTRACTOR shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

b. CONTRACTOR shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

c. CONTRACTOR shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

i. CONTRACTOR shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

d. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

e. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

f. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

3. Beneficiary Informing Materials

a. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from CONTRACTOR. Beneficiary informing materials include but are not limited to:

i. Guide to Medi-Cal Mental Health Services

ii. COUNTY Beneficiary Handbook (BHIN 22-060)

iii. Provider Directory

iv. Advance Health Care Directive Form (required for adult clients only)

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v. Notice of Language Assistance Services available upon request at no cost to the client

vi. Language Taglines
vii. Grievance/Appeal Process and Form

viii. Notice of Privacy Practices

ix. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

b. CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

c. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

d. Required informing materials must be electronically available on CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access.

e. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

f. Informing materials will be considered provided to the client if CONTRACTOR does one or more of the following:

i. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

ii. Mails a printed copy of the information upon the client's request to the client's mailing address;

iii. Provides the information by email after obtaining the client's agreement to receive the information by email;

iv. Posts the information on the CONTRACTOR's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

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v. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If CONTRACTOR provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

4. Provider Directory

a. CONTRACTOR must follow the COUNTY's provider directory policy, in compliance with MHSUDS IN 18-020.

b. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

c. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change.

d. CONTRACTOR will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

XII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XIII. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone.

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In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XIV. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XV. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit,

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cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections

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14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XVII. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and

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applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R.

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Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

J. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVIII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural

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competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XIX. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XX. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or

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particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XXI. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXII. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that

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ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXIII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
831.755.4580

CONTRACTOR

Mike McDermott, MD
President/CEO
Community Hospital of the Monterey Peninsula
PO Box HH
Monterey, CA 93942
831.625.4503

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/13/2026 | 4:03 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 5/14/2026 | 7:40 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Mike McDermott 5B7B5B88835740D...
(Signature of Chair, President, or Vice-President) *

MIKE MCDERMOTT, MD
PRESIDENT/CEO
Name and Title

Date: 5/12/2026 | 2:52 PM PDT

By: Signed by: Alicia Maitland 48672037DEA44DC...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

ALICIA M. MAITLAND
CHIEF FINANCIAL OFFICER
Name and Title

Date: 5/12/2026 | 3:21 PM PDT

County Board of Supervisors' Agreement Number: _____

*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 (California CorporationsCode, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign. [1]Approval by the Office of the County Counsel is required. [2]Approval by Auditor-Controller is required. [3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM 1 DESCRIPTION – Medi-Cal Fee-for-Service Program

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide specialty inpatient professional and mental health services designed to insure appropriate psychiatric treatment within a secure setting.

IV. PROGRAM GOALS

The goal of the inpatient unit is to treat and stabilize patients who meet Medical Necessity Criteria for specialty inpatient mental health services and to coordinate with other programs within the local behavioral health system so as to enable all clients to function at an optimum level within the community.

V. PROGRAM OBJECTIVES

A. To reduce acute symptoms that prevent patients from functioning in a community-based setting.

B. To reduce the need for specialty inpatient mental health services by providing a transition between the hospital and community-based services.

C. To provide appropriate referrals to medical, social and behavioral health services.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Acute Inpatient-Psychiatric
Mode of Service: 24 hour services, 7 days a week (hospital days)

Contracted Units of Services:

Contracted Units of Service	FY 2026-27
Acute Inpatient - Psychiatric	90
Hospital Inpatient Administrative Day	10

* Notwithstanding anything to the contrary, the parties hereto understand and agree that the units of service limitations included in the Agreement for Acute Inpatient – Psychiatric and

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Hospital Inpatient Administrative Day apply to services provided for individuals with no coverage for whom the County is financially responsible, and do not apply to services provided to patients covered by Medi-Cal.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S (Monterey County Behavioral Health - MCBH) Behavioral Health Services staff, will be eligible for coverage.

VIII. ELIGIBILITY / RETROSPECTIVE AUTHORIZATION

To be eligible for cost recovery, all services will be authorized for payment by the COUNTY'S concurrent review process. The Treatment Authorization Request (TAR), along with pertinent and relevant portions of a patient's medical records, must be submitted to COUNTY within fourteen (14) calendar days after the client's discharge date. COUNTY will approve or deny the TAR within fourteen (14) calendar days after receipt. If approved, COUNTY will mail the TAR to the State for payment.

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EXHIBIT A: PROGRAM 2 DESCRIPTION – Crisis Stabilization Unit

I. IDENTIFICATION OF PROVIDER

Community Hospital of the Monterey Peninsula
P.O. BOX HH
Monterey, CA 93942

II. INCORPORATION STATUS / TYPE OF FACILITY LICENSE

Not-for-Profit Corporation / Medi-Cal Certified Acute Hospital

III. PROGRAM NARRATIVE

Community Hospital of the Monterey Peninsula (CHOMP) will provide crisis stabilization unit (CSU) services designed to ensure psychiatric treatment is provided in the most appropriate setting.

IV. PROGRAM GOALS

The goal of the CSU is to treat and stabilize patients seen at the Emergency Department, who are likely to reconstitute and be appropriate for discharge within 24 hours, in a more therapeutic location to support medication adjustments and psychiatric support services outside of the Emergency Department. An initial psychiatric diagnostic assessment will be conducted, followed by treatment with a period of observation, staff-patient engagement, clinical reassessment, and concurrent resource/disposition planning.

V. PROGRAM OBJECTIVES

A. To avoid the exacerbation of acute symptoms in patients with severe mental illness presenting in the Emergency Department.

B. To reduce the need for specialty inpatient mental health services by placing patients with severe mental illness presenting in the Emergency Department in a more therapeutic setting to facilitate short-term recovery.

VI. TREATMENT SERVICES EACH FISCAL YEAR

Type of Service: Crisis Stabilization Unit Services.
Mode of Service: Hourly, as medically necessary, up to 23 hours of service in a 24-hr. period.

VII. POPULATION SERVED

Monterey County Medi-Cal Beneficiaries, voluntary and involuntary, with serious mental illness who meet the State Department of Mental Health's Medical Necessity Criteria and who are retrospectively authorized by COUNTY'S Behavioral Health Services staff, will be eligible for coverage.

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VIII. ADMISSIONS/BASIC SERVICES/CONTINUED STAY & DISCHARGE CRITERIA

ADULTS – Admission / Inclusion / Exclusion Criteria:

Inclusion Criteria

a) Acute psychiatric episode as primary problem.
b) Anticipate a stabilization within 24 hours or less, understanding this may take longer.
c) 18 years of age or older.
d) Patient is cooperative and able to take direction.

Inclusion Considerations

a) Exceptions are determined by clinical leadership.

Exclusion Criteria

a) Actively in restraints.
b) Escalating agitation leading to aggressive behavior .
    i) Acutely at risk.
    ii) Impulsive aggressive behavior.
c) Elopement Risk.
d) Exceeds weight capacity.
    i) Weight Limit for recliners is 350 lbs.
e) Pending Medical Clearance.
    i) Clinical testing (EKG, labs, etc.) will only be required if medically indicated.
    ii) Unstable vital signs without explanation.
    iii) Infectious disease patient requiring isolation.
    iv) Positive COVID-19 patients.
f) Advanced Dementia, Delirium, or acute encephalopathy as a primary diagnoses.
g) Patients requiring 1:1 supervision and care.
h) Patients in the custody of any forensic staff for any crime.
i) Clinical Intoxication.
    i) To a level where patient is unable to participate in the observation process.
    ii) Without acute mood/psychotic symptoms.
    iii) Without exacerbation of underlying psychiatric condition.

Exclusion Considerations

a) Patients presenting initial behaviors that could increase agitation of other CSU patients.
b) Patients on a LPS legal status does not preclude them from admission to the CSU.
c) Non–Ambulatory patients.
    i) Depending on details of mobility and assistance needs.

d) Inability to provide own care requiring assistance from more than one person.
e) Late pregnancy.
f) Use of restraints for a period of time with unresolved issue.

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Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners.
e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

Continued Stay Criteria

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 23 hours of billed Medi-Cal service per 24-hour period.

Patient must meet all of the following Criteria:

a) The patient’s condition continues to meet admission criteria at this level of care.
b) The patient’s treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a patient’s continued stay while CONTRACTOR procures a more intensive level of care for the patient is permissible.
c) The patient is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention.
d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual’s goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the patient’s clinical condition and response to treatment. Treatment planning should include support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.

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Discharge Criteria

a) Patient must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU,
AND
b) Patient no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

CHILD/YOUTH – Admission & Discharge Criteria – For Monterey County Medi-Cal Beneficiaries aged 17 and Younger:

Inclusion Criteria

Child/youth must meet all of the following Criteria:

a) The presence of an ICD-10/DSM 5 Psychiatric Diagnosis.
b) The child/youth must be 17 years of age or younger.
    i) Presenting with an exacerbation of psychiatric symptoms or emotional disturbance including:
        (1) Potential threat to safety of self or others, or symptoms which severely impair age-appropriate functioning.
c) Requires intensive clinical monitoring.
d) Clinical evaluation indicates that the individual would benefit from a brief period (generally up to 23 hours 59 minutes, understanding this may take longer) of additional observation and assessment, stabilization, resolution-focused intervention, and aftercare planning. Stabilization of the child/youth is expected to be brief and temporary, and the youth would benefit from rapid and resolution-focused intervention.
e) Current service providers do not believe that the child/youth can be safely managed in a less restrictive setting until intensive intervention can resolve the presenting crisis.
f) When possible, family are expected to participate in the care and stabilization of the child/youth.
g) Has a reliable home or placement environment with family or collateral supports willing to collaborate and participate in treatment as determined by the clinical team.
    i) Exceptions to this criterion can be made at the discretion of CONTRACTOR's clinical team.

Exclusion Criteria

If one of the following is met, the child/youth is excluded from eligibility for the service:

a) The individual can be safely treated in a less restrictive or intensive level of care.
b) The youth's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting or is not expected to resolve with brief, intensive intervention.
c) Youth with acute instability in their medical condition, including but not limited to poorly controlled diabetes, poorly controlled feeding or eating disorder, and vital sign instability.

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d) Youth who require one to one support due to psychiatric severity, chronic medical conditions, or level of cognitive/adaptive functioning.
e) Youth with co-occurring mental health and substance use disorders for whom the substance use disorder is the primary presenting problem and/or there is acute medical instability due to intoxication or withdrawal from a substance.

Coordination with Monterey County Behavioral Health (MCBH)

a) Upon admission, MCBH CSOC Post Hospital Team will be contacted and notified of the Medi-Cal beneficiary admission to the CSU.
b) MCBH will be included in discharge planning efforts to ensure after care plan coordination.
c) Upon discharge and/or transfer MCBH CSOC Post Hospital Team will be notified of disposition.
d) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).
e) Notwithstanding the foregoing, the parties acknowledge that the County is not available during non-business hours, and agree that all Hospital communication described under this section can occur as soon as is reasonably possible during next available business hours, and that admissions, transfers and discharges shall not be delayed if otherwise appropriate during non-business hours due to lack of available communication with the County.

Continued Stay Criteria

For Continued Stay decisions, Contractor shall ensure that justification for stays beyond 23 hours and 59 minutes are documented within each patient's record in accordance to the criteria outlined in the contract. COUNTY will be responsible to review documentation as part of annual program audits and provide a summary of findings which may or may not require a corrective action plan.

For services beyond 23 hours and 59 minutes, reimbursement is based on medical necessity. CONTRACTOR shall document the medical criteria justifying why the client continues to meet the criteria for CSU level of care.

Maximum of 23 hours of billed Medi-Cal service per 24-hour period.

Child/youth must meet all of the following Criteria:

a) The child/youth’s condition continues to meet admission criteria at this level of care.
b) The child/youth’s treatment does not require a more intensive level of care, and no less intensive level of care would be appropriate.
    i) Notwithstanding the foregoing, a child/youth’s continued stay while CONTRACTOR procures a more intensive level of care for the child/youth is permissible.
c) The child/youth is making progress towards resolving the presenting crisis through a combination of intensive and resolution-focused individual, family and milieu therapies, psychosocial interventions, and, if applicable, psychopharmacological intervention

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d) Barriers to progress are identified and strategies to address them are being implemented.
e) A treatment plan has been developed and includes the individual's and family's goals, strengths and preferences. The treatment plan has been developed, implemented and updated, based on the child/youth's clinical condition and response to treatment. Treatment planning should include active family or other support systems involvement, as appropriate and/or feasible.
f) An individualized discharge plan has been developed which includes specific, realistic, objective and measurable discharge criteria and plans for timely, appropriate follow-up care.
g) The child/youth's family/natural supports are actively involved in treatment, or there are active, persistent efforts being made that can reasonably be expected to lead to the family's engagement in treatment.
h) There is a documented active coordination of care with MCBH and when appropriate multisystem partners (e.g. Child Welfare, Juvenile Probation).

Discharge Criteria

a) Child/youth must have an individualized discharge plan with appropriate and confirmed follow-up care scheduled within 7 days of discharge from the CSU, **AND**
b) Child/youth no longer meets admission criteria, or meets criteria for a less or more intensive level of care.

IX. DESIGNATED CONTRACT MONITOR – PROGRAMS 1 AND 2

Philip Sherwood
Deputy Director of Behavioral Health
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
Telephone: 831.647.7714
Email: SherwoodP@countyofmonterey.gov

X. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI) – PROGRAMS 1 AND 2

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

PROGRAM 1 – Medi-Cal Fee-for-Service Program

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$126,508.**

II. PAYMENT CONDITIONS

A. All payments shall comply with Federal and State regulatory requirements, including but not limited to the Treatment Authorization Request (TAR) process as regulated by the California Code of Regulations, Title IX. The process specified below shall not be construed to replace or supersede regulatory requirements regarding the TAR process.

B. In order to receive any payment under this Agreement, CONTRACTOR shall abide by the concurrent review process set forth by COUNTY. The California Code of Regulations, Title IX procedure and requirements below remain in place via the concurrent review process.

C. In order to receive any payment under this Agreement, CONTRACTOR shall submit a Treatment Authorization Request (TAR) and the appropriate clinical records to COUNTY within fourteen (14) days of the Medi-Cal beneficiary's discharge from the hospital.

D. In the event that a patient does not reveal his Medi-Cal eligibility or subsequently becomes eligible for Medi-Cal after discharge, the hospital will submit a TAR within sixty (60) calendar days of discovering the patient's Medi-Cal eligibility. The TAR packet shall have documentation indicating when and how the patient's Medi-Cal eligibility was discovered and verified. The COUNTY reserves the right to deny a request if it is not supported by documentation clearly indicating when and how the patient's eligibility was discovered and verified.

E. COUNTY shall approve or deny the TAR within fourteen (14) days of receipt of the TAR and clinical records (Approved as Requested or Approved as Modified). In the event that a TAR is denied or if a modification by CONTRACTOR is needed, COUNTY will return the TAR to CONTRACTOR with an explanation of the reason for the denial, or modification needed.

F. COUNTY shall forward the original approved TAR to the State fiscal intermediary and return a copy of the approved TAR to CONTRACTOR.

G. Upon receipt of the copy of the approved TAR, CONTRACTOR shall submit a claim for payment to the State fiscal intermediary.

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H. In the case of a denied or returned for modification TAR, CONTRACTOR has the option of filing a first level appeal with COUNTY.
I. If COUNTY denies the appeal, CONTRACTOR may file a second level appeal with the State Department of Mental Health.

J. For an approved TAR, CONTRACTOR will receive payment directly from the State fiscal intermediary.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the following inpatient bed day rates at a negotiated rate based on the Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Negotiated Rates for the period July 1, 2026 to June 30, 2027 as follows:

Service Description	MoS	SFC	FY 2026-27 Rate	UOS FY 2026-27	Grand Totals
Acute Inpatient - Psychiatric	5	10	$1,351.58	90	$121,642.20
Hospital Inpatient Admininstrative Day	5	19	$486.58	10	$4,865.77
				Total Estimated County Obligation:	**$126,508**

B. CONTRACTOR shall be paid the COUNTY'S Maximum Allowance (CMA) rate based on the most recent State's Maximum Reimbursement Allowance (SMA) Rates as established by the California Department of Health Care Services for Hospital Inpatient Administrative Days. The rate of 85% of the Medi-Cal Behavioral Health Fee Schedule for Monterey County shall be used until COUNTY establishes the COUNTY'S rate Schedule for Inpatient Professional Services provided to patients served by this contract after concurrent review and consistent with TAR approval, modification or denial. Professional Services to be provided, by required billing codes are:

CPT	MoS	SFC	Contracted Professional Service	Billing Minutes
99221	15	50	Initial Hospital Care	30
99222	15	50	Initial Hospital Care	50
99223	15	50	Initial Hospital Care	70
99231	15	50	Subsequent Hospital Care	15
99232	15	50	Subsequent Hospital Care	25
99233	15	50	Subsequent Hospital Care	35
99238	15	30	Hospital Discharge Day Management	30
99239	15	30	Hospital Discharge Day Management	30+
99251	15	30	Initial Inpatient Consultation	20
99252	15	30	Initial Inpatient Consultation	40
99253	15	30	Initial Inpatient Consultation	55
CPT - Current Procedure Terminology MoS - Mode of Service SFC - Service Function Code				

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PROGRAM 2 – Crisis Stabilization Unit

I. PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

The following program services will be paid in arrears, not to exceed the negotiated rates for an estimated contract maximum of **$3,009,969.**

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 CONTRACTOR'S compliance with policies and procedures specified in this Agreement, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

A. CONTRACTOR shall be reimbursed the Crisis Stabilization Unit hourly negotiated rate of **$262.65**. Such rate shall be inclusive of the facility and professional component for Crisis Stabilization Unit services, billable under code S9484. The division of the Total Estimated County obligation for Crisis Stabilization Unit (CSU) services between Adults and Child/Youth, shown below, does not preclude a greater amount being reimbursed for either category as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

CRISIS STABILIZATION UNIT					
Fiscal Year	**Units of Service (Hours)**		**Hourly Rate**	**Funding Source**	**Totals**
FY 2026-27	Adults (85%):	9740	$262.65	1991 Realignment/Medi-Cal FFP/SGF	$2,558,211
	Child/Youth (15%):	1720		2011 Realignment/Medi-Cal FFP/SGF	$451,758
	Total UOS:	11460			
TOTAL ESTIMATED COUNTY OBLIGATION:					**$3,009,969**

IV. PAYMENT CONDITIONS

A. 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 Cost Reimbursement Invoice Form provided as Exhibit H to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for

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reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

In addition to Exhibit G Behavioral Health Cost Reimbursement Invoice Form, CONTRACTOR shall provide the following information as backup/supporting documentation:

- CMS-1500 / HCFA-1500 claim form, or equivalent; and
- Additional Client Care Documentation as specified by Monterey County Quality Improvement, or equivalent documentation to provide identical information, as negotiated by CONTRACTOR and COUNTY.

CONTRACTOR is not required to obtain prior authorization, or to submit a Treatment Authorization request (TAR) as a condition of reimbursement for Crisis Stabilization Unit services under this Agreement.

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

rendered to:

MCHDBHFinance@countyofmonterey.gov

B. 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.

C. 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.

D. 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 within five (5) calendar days. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions. Notwithstanding anything to the contrary, CONTRACTOR shall have sixty (60) days from the date of its receipt of a fully executed copy of this Agreement to submit claims to COUNTY for services provided from July 1, 2024 through the end of the month preceding the date on which the fully executed Agreement is delivered to CONTRACTOR via email.

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F. 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 – PROGRAMS 1 AND 2

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$3,136,477** for services rendered under this Agreement, under both the Medi-Cal Fee-for-Service and Crisis Stabilization Unit Programs described in Exhibit A. The not to exceed limits included under Section I. Payment Type for Program 1 and Program 2 do not preclude a greater amount from being reimbursed for either program as long as the Total County Maximum Obligation as shown in Section V Subsection B below is not exceeded.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2026 to June 30, 2027	$3,136,477
TOTAL COUNTY MAXIMUM OBLIGATION:	**$3,136,477**

C. The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of services) share of costs for specialty mental health services.

D. If, as to 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.

E. 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.

F. 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. 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.

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B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY''S authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Business Name of Contractor

Signed by:
Mike McDermott
5B7B5B88835740D...
Signature of Authorized Representative

MIKE McDERMOTT, MD
Printed Name of Authorized Representative

5/12/2026 | 2:52 PM PDT
Date

PRESIDENT/CEO
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☑ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA	
Name of Contractor's Designee	MIKE McDERMOTT, MD	
Title of Designee	PRESIDENT/CEO	
Street: PO BOX HH		
City: MONTEREY	State: CALIFORNIA	Zip: 93942
IRS Employer Identification Number	94-0760193	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by: Mike McDermott 6B7B5B88826740D...

By _____ 5/12/2026 | 2:52 PM PDT

Contractor's Signature **Date**

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

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- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

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3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
Contractor (Organization Name)

Signed by:
Mike McDermott
5B7B5B88835740D...
Signature of Authorized Representative

MIKE McDERMOTT, MD
Name of Authorized Representative (*printed*)

5/12/2026 | 2:52 PM PDT
Date

PRESIDENT/CEO
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective, **JULY 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA** ("Business Associate") (each a "Party" and collectively the "Parties").

I. RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

II. AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is

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Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business

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Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an

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appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

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(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R.
§ 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy

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any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

Attn: Mike McDermott, MD-President/CEO
PO Box HH
Monterey, CA 93942
Phone: 831.625.4503
Fax: 831.658.3978
Email: mike.mcdermott@montagehealth.org

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road

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Salinas, CA 93906
Phone: 831.755.4018
Fax: 831.755.4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Mike McDermott 5B7B5B88835740D...	By: _____
Print Name: **MIKE McDERMOTT, MD**	Print Name: **ELSA M. JIMENEZ**
Print Title: **President/CEO**	Print Title: **Director of Health Services**
Date: 5/12/2026 | 2:52 PM PDT	Date: _____

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice : (Check if Yes)	
BH Division :		BH Control Number	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

    1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

    2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

    3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

    1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. CONTRACTOR may exercise any appeal rights available to CONTRACTOR under State law. Once all of CONTRACTOR's appeal rights have been exhausted, or CONTRACTOR has waived such rights, COUNTY shall issue an invoice for any amount due. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit H. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT I: REQUIREMENTS FOR 5150 DESIGNATION

In order to receive and maintain designation by the Monterey County Board of Supervisors as a facility for 72-hour treatment and evaluation under Welfare and Institutions Code Section 5150, CONTRACTOR shall ensure that the operation of its facility for Section 5150 patients complies with the conditions set forth below. These conditions may be amended by COUNTY upon giving at least 60 days advance notice in writing CONTRACTOR. The conditions are as follows:

1) CONTRACTOR shall submit to the County Behavioral Health Director a description of psychiatric programs available at the LPS designated hospital. It is the designated hospital's responsibility to update this description of services whenever appropriate.

2) CONTRACTOR and all persons staffing the facility shall adhere to the requirements of the LPS Act including furnishing required reports to the County Behavioral Health Director.

3) CONTRACTOR and all persons staffing the facility shall adhere to the patients' rights requirements of the LPS Act.

4) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY in providing patients' rights services for private patients.

5) CONTRACTOR shall reimburse COUNTY for all costs incurred by COUNTY on account of CONTRACTOR's private patients as follows:

   a) In connection with certification review hearings at the administrative level, including but not limited to hearing officer costs and patients' rights advocate costs;

   b) In connection with court hearings, including, but not limited to, attorney's fees and costs;

   c) COUNTY shall send to CONTRACTOR within ten (10) working days following the service month being reported a report which details the aforementioned costs incurred by the COUNTY. The report shall include the patient's name; dates of service; time spent by the Advocate or Counsel; associated dollar amount;

   d) The charge rates are:

ADVOCATE:	$91.04 Per hour (fully loaded hourly rate)
HEARING OFFICERS:	$140.00 Per hearing
DEPUTY COUNTY COUNSEL:	$277.00 Per hour (fully loaded hourly rate)
SR. DEPUTY COUNTY COUNSEL:	$317.00 Per hour (fully loaded hourly rate)

   e) Charges shall be deducted from the CONTRACTOR'S monthly claim for service;

   f) Any disputed payments shall be handled in accordance with Section XXV, par. 9.

6) The facility shall have the capacity to ensure that patients are assessed and treated for medical problems.

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7) A facility may transfer a patient for valid clinical reasons if another facility agrees to accept the patient. The requesting facility will be responsible to pay for the transportation.

8) CONTRACTOR shall inform the County Behavioral Health Director of any serious incidents involving an involuntary patient.

9) The facility shall accept and treat patients based on bed vacancy rather than the patients' third party payor source.

10) The facility staff will not be authorized to initiate LPS Conservatorships and will refer all patients they consider in need of conservatorship to the Behavioral Health Division's Medical Director for evaluation.

11) The facility and treatment program will be reviewed on an annual basis by the County Health Department's Behavioral Health Division.

12) All facility staff with 5150 privileges will be annually designated by the Behavioral Health Director and will be required to have appropriate training if deemed necessary by the Behavioral Health Director.

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Non-Standard Agreement
Between
County of Santa Cruz Health Services Agency Behavioral Health Division
and County of Monterey
FY 25/26

1. INTRODUCTION

The purpose of this Non-Standard Agreement is to establish a cooperative agreement between County of Santa Cruz County Health Services Agency Behavioral Health hereinafter referred to as SANTA CRUZ, and the County of Monterey, hereinafter referred to as MONTEREY, to allow Out-of-County clients to enroll in a licensed Driving Under the Influence (DUI) Program, and for SANTA CRUZ to implement a contract with the DUI Program Provider MONTEREY is currently utilizing. SANTA CRUZ and MONTEREY may be collectively referred to as "PARTIES" and individually as "PARTY".

2. PURPOSE

A. Per Health & Safety Code (HSC) Section 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:
   1. The county where the person is convicted.
   2. The county where the person resides.
   3. A county that has an agreement with the person's county of residence pursuant to HSC Section 11838.

B. SANTA CRUZ has advised MONTEREY that SANTA CRUZ DUI clients will be unable to enroll in a local licensed DUI program due to Program Closures in their county. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver's license requirements, DUI clients are seeking alternative programs to enroll in.

C. DUI Program Closures create hardships for DUI clients, affecting their ability to apply for a restricted driver's license and extending the period for which their eligibility to receive full license reinstatement post-DUI completion.

D. DUI Program Closures place the public at risk for a higher number of DUI clients' recidivism, and DMV annual reports have validated DUI program attendance as a critical component of reduced recidivism in California.

E. MONTEREY's current DUI Program(s) are able to provide services using Live Virtual Services, which opens the opportunity to serve Out-of-County clients.

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3. TERMS AND CONDITIONS

A. **TERM:**
The term of this Agreement shall commence from the date of execution, through June 30, 2028, during which time DUI Program Services shall be provided to SANTA CRUZ clients through MONTEREY's DUI Program Services.

B. **TERMINATION**
PARTIES may terminate agreement for any reason with thirty (30) calendar days written notice.

C. **REIMBURSEMENT**
This Agreement is non-financial. SANTA CRUZ shall contract directly with DUI Program Provider for services.

D. **CLIENT PRIORITY:**
SANTA CRUZ's DUI participants to MONTEREY's contracted DUI Program will not impact or affect enrollment for MONTEREY's DUI participants. If MONTEREY's contracted DUI Program experiences staffing shortages, it is agreed that MONTEREY participants shall have priority. In the event of a shortage of staffing or services arise during the period of this Agreement , it is the responsibility of SANTA CRUZ to be in communication with MONTEREY's contracted DUI Program and to work on a plan to help support SANTA CRUZ's participants without impacts to MONTEREY's participants.

E. **NON-ASSIGNMENT:**
Neither PARTY shall assign, transfer or subcontract this Agreement nor their rights or responsibilities under this Agreement without prior written consent of the other PARTY.

F. **CONFIDENTIALITY:**
SANTA CRUZ shall maintain the confidentiality of all records and information, including, but not limited to, client records, and information, to the extent required by United States Code 42 (USC) 1320d et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and Code of Federal Regulations 42 (CFR) Part 2, to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with Welfare and Institutions Code (W&I) Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of Out-of-County DUI clients protected information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security,

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whichever is most restrictive. PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. SANTA CRUZ shall indemnify and hold harmless MONTEREY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by SANTA CRUZ, its officers, employees, or agents.

G. **INDEMNIFICATION**
SANTA CRUZ agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release MONTEREY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including SANTA CRUZ, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by SANTA CRUZ hereunder, whether or not there is concurrent negligence on the part of MONTEREY, but excluding liability due to the active negligence or willful misconduct of MONTEREY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SANTA CRUZ or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. SANTA CRUZ shall be liable to MONTEREY for any loss of or damage to MONTEREY property arising out of or in connection with SANTA CRUZ negligence or willful misconduct.

H. **NON DISCRIMINATION:** During the performance of this Agreement, PARTIES shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

I. **RELATIONSHIP OF PARTIES:** It is understood that this is an Agreement by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

J. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement contains the entire agreement of PARTIES relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both PARTIES.

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K. **ENFORCEABILITY AND SEVERABILITY:** The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

4. NOTICES:

All notices, correspondence, reports and/or statements authorized or required by this Agreement shall be addressed to the liaisons as follows:

SANTA CRUZ:

CASEY SWANK, DIRECTOR of SUDS
Health Services Agency
1400 Emeline Ave. Bldg. K
Santa Cruz, CA 95060

MONTEREY:

Rachel Amerault, LMFT 52142
Monterey County Behavioral Health
Services Manager II-Substance Use Disorder Team
831-258-8411 (work cell)

5. VOLUNTARY PARTICIPATION:

This Agreement is a voluntary agreement between SANTA CRUZ and MONTEREY. By signing this Agreement, PARTIES are evidencing their intent to abide by the terms of the Agreement as described above.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, PARTIES hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

COUNTY OF SANTA CRUZ

Signed by:
Connie Moreno-Peraza
EC90C0AA04B4434...
5/7/2026

Director of Health Services or Designee Date
Health Services Agency

Approved as to Form:
DocuSigned by:
F0F6FD189D784BF...
5/6/2026

Office of the County Counsel Date

Approved as to Insurances:
Signed by:
Gina Borasi
E4EADC5BA53B4DB...
5/7/2026

Risk Management Date

Approved as to County Policy:
DocuSigned by:
David Brown
A094299A4265452...
5/7/2026

County Executive Office Date

COUNTY OF MONTEREY

Director of Health Services Date

Approved as to Form:
Signed by:
Kevin Serrano
CF464EA4829E4B5...
5/13/2026 | 3:55 PM PDT

Office of the County Counsel Date

Approved as to Insurances:
DocuSigned by:
David Bolton
3E7A6EF11DD8440...
5/13/2026 | 4:23 PM PDT

Risk Management Date

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..Title

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

..Report

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

SUMMARY:

The purpose of this Agreement is to establish a cooperative agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program.

DISCUSSION:

Santa Cruz County has advised the County of Monterey that Santa Cruz County DUI clients will be unable to enroll in a local licensed DUI program due to program closures in their county. Santa Cruz County is seeking to utilize Monterey County's contracted DUI Program Provider, Sun Street Centers. Department of Health Care Services (DHCS) requires that any county seeking to utilize DUI Program services in another county enter into a formal agreement to outlining the referral and acceptance protocols.

DUI program closures create significant hardships for clients, limiting their ability to apply for a restricted driver's license and prolonging the timeline for full license reinstatement after completing DUI requirements. These closures may also increase the risk of recidivism, as

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consistent program participation is a key factor in reducing repeat offenses. Annual reports from the California Department of Motor Vehicles (DMV) have identified DUI program attendance as a critical component in lowering rates recidivism across California.

The County of Monterey's current DUI program(s) is able to provide services through Live Virtual Services, creating the opportunity to serve out-of-county clients. Santa Cruz County DUI clients participating in the County of Monterey contracted DUI Program will not impact or limit enrollment for County of Monterey DUI participants. In the event the County of Monterey's contracted DUI program experiences staffing shortages, it is agreed that County of Monterey participants will receive priority services. In the event of a staffing or service shortage arise during the period of the term of this Agreement, Santa Cruz County will be responsible for coordinating with the County of Monterey's contracted DUI program and to develop and implement a plan that supports Santa Cruz County participants without impact to County of Monterey participants.

This Agreement contains a 30-day "without cause" provision (Section 3), which provides that either of the parties may terminate the Agreement.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The office of the County Counsel and Risk Management have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement consists solely of operational protocol and contains no fiscal, insurance or indemnification provisions; therefore, there will be no financial impact as a result of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement will create a safe environment for people by allow continued access to substance use services for eligible residents within the community, aligning with the Strategic Plan Goal of Well-Being and Quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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Prepared by: Rosie Mendoza, Management Analyst II, 262-1175
Approved by: Elsa M. Jimenez, Director of Health Services, 755-4526

Attachments:
Non-Standard Agreement is on file with the Clerk of the Board

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **A&A HEALTH SERVICES, LLC** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

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"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2026** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service

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Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify

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the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all

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services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing

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or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made

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in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this

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Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its

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own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

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organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
831.755.4580

CONTRACTOR

Betty Dominici
CEO / Principal-Founder
A&A Health Services, LLC
2700 Camino Ramon, Suite 110
San Ramon, CA 94583
415.710.7538

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 5/11/2026 | 2:01 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 5/12/2026 | 9:41 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A&A HEALTH SERVICES, LLC
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: BC039F784F514E7...
(Signature of Chair, President, or Vice-President) *

Betty Dominici – CEO/Principal-Founder
Name and Title

Date: 5/11/2026 | 11:19 AM PDT

By: Signed by: John Ramsbacher 099735D46D8F456...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

John Ramsbacher - Principal-Manager
Name and Title

Date: 5/11/2026 | 12:38 PM PDT

County Board of Supervisors' Agreement Number: _____

*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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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I. EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

A&A Health Services, LLC
2700 Camino Ramon, Suite 110
San Ramon, CA 94583

Adult Residential Facility address:
13956 San Pablo Avenue
San Pablo, CA, 94806

II. CERTIFICATION/TYPE OF FACILITY LICENSE

A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. CONTRACTOR must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. CONTRACTOR must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to COUNTY (Monterey County Behavioral Health Bureau; MCBHB).

III. SERVICE REQUIREMENT

MCBHB has developed a residential care registry of Monterey County clients in the program. A&A Health Services, LLC will accommodate eight (8) MCBHB System of Care clients who have serious mental illness.

A&A Health Services, LLC is licensed for adult and elderly populations, both ambulatory and non-ambulatory.

IV. PROGRAM GOALS AND OBJECTIVES

In order to receive payment for the care of individuals who are enrolled clients of MCBHB, CONTRACTOR must be licensed by the State of California Community Care Licensing; submit a monthly Cost Reimbursement Invoice Form as Exhibit G, and provide services that will accomplish the following goals and objectives:

GOAL #1 For clients who require the management of behavioral problems, CONTRACTOR shall provide a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.

Objectives:

1a. CONTRACTOR shall participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client

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within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.

1b. CONTRACTOR shall work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

1c. CONTRACTOR shall attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.

1d. CONTRACTOR shall work cooperatively with and provide information to the MCBHB Case Manager to facilitate the evaluation of those clients deemed to require re-admission.

GOAL #2 CONTRACTOR shall assist the client to become more responsible to take medications as prescribed by the treating physician.

Objectives:

2a. CONTRACTOR staff shall transport the client to, and/or will monitor, visits for psychiatric treatment at MCBHB.

2b. CONTRACTOR staff shall attend scheduled medication evaluation and planning appointments and will work with MCBHB staff when medications are changed.

2c. CONTRACTOR shall store and dispense medication in an approved and effective manner, following State guidelines.

2d. CONTRACTOR shall maintain an updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

GOAL #3 CONTRACTOR shall encourage the client to use treatment services and develop continuing support systems.

Objectives:

3a. CONTRACTOR shall provide transportation for the client to attend services and programs as outlined in each client's individual care plan.

3b. CONTRACTOR shall educate and encourage the client to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.

3c. CONTRACTOR staff shall cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan.

3d. CONTRACTOR shall document client attendance at community programs in each client's folder.

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GOAL #4 **CONTRACTOR shall encourage the client's use of leisure time in a constructive manner.**

Objectives:

4a. CONTRACTOR shall encourage clients to develop regular daily activities or routines.

4b. CONTRACTOR shall hold a weekly group session and provide a weekly outing.

4c. CONTRACTOR shall post information on a monthly basis about programs, groups and activities that are provided by community agencies; facility activities to supplement those provided by community agencies; and all other activities and group sessions for the general and specialized needs and interest of clients.

GOAL #5 **CONTRACTOR shall encourage the client to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

5a. CONTRACTOR staff shall encourage, track, monitor, and reinforce the maintenance of an acceptable level of personal hygiene and grooming by the client, as well as teach self-care when needed.

5b. CONTRACTOR shall provide adequate supplies and materials to accomplish this goal.

5c. CONTRACTOR shall ensure that the client receives an annual medical evaluation and dental check-up and will record the date and results of both in the client's folder.

5d. CONTRACTOR shall monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.

GOAL #6 **CONTRACTOR shall provide services in a manner that reflects an understanding of the specialized needs of the mentally ill.**

Objective:

6a. CONTRACTOR shall ensure that all administrative staff and staff responsible for the supervision of clients are in compliance with Residential Care Facility training requirements as established by the State of California, and that such training is maintained as mandated by the State.

GOAL #7 **CONTRACTOR shall allow the staff of the MCBHB access to the facility, to the extent authorized by law.**

Objective:

7a. CONTRACTOR shall work with the staff of the MCBHB to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

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V. PROGRAM OUTCOMES

The A&A Health Services program is designed to prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Clients will leave A&A Health Services facilities with an understanding of their diagnosis, health challenges, medication awareness, trigger awareness, and a variety of individualized coping skills.

Clients will also have an understanding of community resources, their options for school and/or employment where appropriate, a recovery plan for substance abuse where applicable, and a mental health relapse prevention plan.

VI. TREATMENT SERVICES

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff, initially, and at least every ninety (90) days thereafter. A copy of the completed assessment will be reviewed, scored and approved by the Unit Supervisor. The Behavioral Health Service Manager must certify and approve the assessment for admittance and continuance of the client in the program.

County agrees to provide A&A Health Services names and contact information for Case Managers and/or Conservators in the event of emergencies.

MCBHB agrees that in the event clients placed at the facility are no longer conserved by Monterey County, CONTRACTOR will be notified as to the change of Conservator status. In addition, MCBHB agrees to continue case management responsibility for any client whose Monterey County conservatorship terminates while at CONTRACTOR's facility.

Augmented services provided by A&A Health Services such as transportation outside of Contra Costa County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

VII. BED HOLDS

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalization (Medical and/or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above; extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

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VIII. NOTICE OF TERMINATION

COUNTY will give CONTRACTOR a written one-week notice upon terminating a resident's placement at CONTRACTOR'S facility. COUNTY will be responsible for payment of the term indicated in the termination notice in the event residents are moved from CONTRACTORS facility without provision of a one-week written notice, or before the date indicated on the notice.

IX. DESIGNATED CONTRACT MONITOR

Tawnya Majeski
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
299 12th Street
Marina, CA 93933
Telephone: 831.647.7680
Email: majeskit@countyofmonterey.gov

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II. PAYMENT TYPES

RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rate.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total contract maximum of **$729,444.**

III. 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.

IV. PAYMENT RATE

A. Board and Care Service Rate:

Board and Care shall be paid from the clients Supplemental Security Income (SSI) or Supplemental Security Income/Social Security Administration (SSI/SSA) benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or are not at a level to cover the standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.00 per month for a client who receives one check and $1,418.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California). These annual adjustments shall be effective without the need for any amendment to this Agreement.

In addition to the SSI/SSA monthly residential rate described above, COUNTY agrees to pay a $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Client is removed from A&A Health Services or SSI/SSA benefits are restored.

Board and Care Service				
FY Period	**Board & Care Monthly Service**	**Number of Months**	**Estimated # of Clients Per Month**	**Maximum Annual Amounts**
July 1, 2026 - June 30, 2027	$1398-$1418	12	4	$68,064
$3 / Day Personal & Incidental Allotment				$4,380
TOTAL MAXIMUM COUNTY OBLIGATION:				**$72,444**

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B. Board and Care Supplemental Rate:

1. The COUNTY agrees to pay an augmentation to the SSI/SSA rate based on the service descriptions and rates outlined in the following tables and shall be subject to the applicable cost report provisions of this Agreement:

a. Standard Board and Care Service Level Units:

Board and Care Service Supplemental Rate				
FY Period	**Board & Care Daily Rate**	**Number of Days**	**Estimated # of Clients Per Day**	**Maximum Annual Amounts**
July 1, 2026 - June 30, 2027	$225	365	8	$657,000
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$657,000**

V. PAYMENT CONDITIONS

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

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

MCHDBHFinance@countyofmonterey.gov

B. 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.

C. 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.

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D. 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.

E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

A F. 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.

VI. 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 **$729,444** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year:

Funded Period	1991 Realignment	Total Amount per FY
July 1, 2026 - June 30, 2027	$729,444	$729,444
FUNDING TOTALS:	**$729,444**	**$729,444**

COUNTY retains the right to adjust funding sources as may be required.

C. Maximum Annual Liability:

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
July 1, 2026 - June 30, 2027	$729,444
TOTAL MAXIMUM LIABILITY	**$729,444**

D. 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

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be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. 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.

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

VI. BILLING AND PAYMENT LIMITATIONS

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, 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.

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VIII. AUTHORITY TO ACT FOR THE COUNTY

B 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:
BC639F784F514E7...
Signature of Authorized Representative

5/11/2026 | 11:19 AM PDT
Date

A&A HEALTH SERVICES, LLC
Business Name of Contractor

BETTY DOMINICI
Name of Authorized Representative (printed)

CEO / PRINCIPAL-FOUNDER
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	A&A HEALTH SERVICES, LLC		
Name of Designee	BETTY DOMINICI		
Title of Designee	CEO / PRINCIPAL-FOUNDER		
Street	2700 CAMINO RAMON, SUITE 110		
City	SAN RAMON	State CA	Zip 94583
IRS Employer Identification Number		84-4270782	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signed by: BC639F784F514E7... Signature of Contractor		Date 5/11/2026 | 11:19 AM PDT	
Title of Contractor: CEO / Principal-Founder			

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

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- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of

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cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signed by:
BC639F784F514E7...
Signature of Authorized Representative

5/11/2026 | 11:19 AM PDT
Date

A&A HEALTH SERVICES, LLC
Contractor (Organization Name)

BETTY DOMINICI
Name of Authorized Representative (printed)

CEO / PRINCIPAL-FOUNDER
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **JULY 1, 2026** ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **A&A HEALTH SERVICES, LLC** ("Business Associate") (each a "Party" and collectively the "Parties").

III. RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

IV. AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate

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government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity

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of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R.
§ 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate

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this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

A&A HEALTH SERVICES, LLC

Attn: Betty Dominici
CEO/Principal-Founder
2700 Camino Ramon, Suite 110, San Ramon, CA 94583
Phone: 415.710.7538
Fax: N/A
Email: betty@aaahealthservices.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831.755.4018
Fax: 831.755.4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

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5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after

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notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: BC639F784F514E7...	By: _____
Print Name: **BETTY DOMINICI**	Print Name: **ELSA M. JIMENEZ**
Print Title:**CEO/PRINCIPAL-FOUNDER**	Print Title:**DIRECTOR OF HEALTH SERVICES**
Date: 5/11/2026 | 11:19 AM PDT	Date: _____

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice : (Check if Yes)	
BH Division :		BH Control Number	

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
							0	0	#DIV/0!	$ -			$ -	$0	#DIV/0!
TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

EXHIBIT H

Vendor Name

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
A. PROGRAM REVENUES				
Requested Monterey County Funds				
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		-	-	–
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2	Salaries and wages			
3	Payroll taxes			
4	Employee benefits			
5	Workers Compensation			
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting documents)			–
9	Client Transportation Costs and staff mileage			
10	Employee Travel and Conference			–
11	Staff Training			–
12	Communication Costs			–
13	Utilities			–
14	Cleaning and Janitorial			–
15	Insurance and Indemnity			–
16	Maintenance and Repairs - Buildings			–
17	Maintenance and Repairs - Equipment			–
18	Printing and Publications			–
19	Memberships, Subscriptions and Dues			–
20	Office Supplies			–
21	Postage and Mailing			–
22	Legal Services (when required for the administration of the County Programs)			–
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			–

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EXHIBIT H

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			–
25	Rent and Leases - building and improvements			–
26	Rent and Leases - equipment			–
27	Taxes and assessments			–
28	Interest in Bonds			–
29	Interest in Other Long-term debts			–
30	Other interest and finance charges			–
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			–
32	Miscellaneous (please provide details)			–
33	**Total Program Expenditures**	$-	$-	**$-**
34	Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35	Salaries and wages (please include personnel and contract administration)			–
36	Payroll taxes			–
37	Employee benefits			–
38	Workers Compensation			–
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			–
40	Transportation, Travel, Training and Conferences			–
41	Data Processing (Computers & Technology)			–
42	Utilities (Telephone & Communications)			–
43	Cleaning and Janitorial			–
44	Insurance and Indemnity			–
45	Maintenance and Repairs - Buildings			–
46	Maintenance and Repairs - Equipment			–
47	Memberships, Subscriptions and Dues			–
48	Office Supplies			–
49	Postage and Mailing			–
50	Legal Services (when required for the administration of the County Programs)			–
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			–
52	Rent and Leases - building and improvements			–
53	Rent and Leases - equipment			–
54	Taxes and assessments			–
55	Interest in Bonds			–
56	Interest in Other Long-term debts			–
57	Other interest and finance charges			–

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EXHIBIT H

		Actual FY 2022-23	Estimated FY 2023-24	Requested FY 2024-25
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			–
59	Miscellaneous (please provide details)			–
60	**Total Administrative Expenditures**	-	-	–
61	**Depreciation Expense**			–
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**			
63	**Total Allowable Program Expenditures**	-	-	–

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

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

    1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

    2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

    3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

    1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

   a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

   b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONTEREY, ON BEHALF OF THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU AND THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA FOR MENTAL HEALTH SERVICES

This Memorandum of Understanding (MOU) is made and entered into between the Monterey County Special Education Local Plan Area (hereinafter SELPA), on behalf of its member Local Education Agencies (LEAs), and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter MCBH). SELPA, on behalf of its member LEAs, and MCBH collectively may be referred to as "the Parties."

WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally related mental health services mandated by AB 3632, and stated in doing so that "[t]his mandate is suspended;"

WHEREAS, AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities with LEAs;

WHEREAS, SELPA is authorized to obligate its member LEAs to the terms of this Memorandum of Understanding;

WHEREAS, SELPA acknowledges that the LEAs are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, Home Alternative to Residential Treatment services and residential placements (hereinafter Mental Health Services), pursuant to student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law;

WHEREAS, MCBH offers outpatient mental health services by qualified professionals; and

WHEREAS, SELPA requests that MCBH facilitate the provision of Mental Health Services to students of the LEAs within SELPA who are eligible and where such services provided by MCBH are deemed necessary in the IEP.

NOW, THEREFORE, it is agreed as follows:

1. MCBH agrees to provide Mental Health Services, Home Alternative Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing from **July 1, 2026** through and including **June 30, 2027** to students of the LEAs within SELPA pursuant to the guidelines set forth in the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, **2026-2027** (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree:

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A. **Mental Health Services**
MCBH shall provide Specialty Mental Health Services or medically necessary services to assess and treat severe mental health conditions (hereinafter Mental Health Services), which may include the following services pursuant to an IEP: individual and group counseling provided to a student; consultation services provided to parents/legal guardians, and school personnel; planning and implementing a program of mental health counseling for special education students; as well as all services described in Exhibit B. MCBH agrees to provide only Mental Health Services identified in a student's IEP at the frequency, location, and duration identified in the IEP. Moreover, as requested by the LEA, MCBH agrees to attend and participate in IEP team meetings related to the Mental Health Services rendered.

B. **Home Alternative to Residential Treatment (HART**)
MCBH shall subcontract the provision of HART services pursuant to an IEP.

C. **Residential Monitoring**
MCBH shall conduct at least one onsite monitoring visit during each school year to the out of home residential non-public school (NPS) at which the student is attending pursuant to an IEP. MCBH agrees to onsite monitoring which shall include, but not limited to, a review of services provided to the student, a review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable; observe the student during instruction time and walkthrough of the facility; and report findings resulting from the monitoring visit.

D. **Residential Searching and Securing**
MCBH shall, at the request of the LEA, assist with searching and securing appropriate residential placement facilities for up to 15 special education students identified by the student's LEA and IEP team as being in need of this specific level of service. Searching support will include researching potential facilities, contacting, and communicating with facilities on behalf of the LEA, and submitting application packets to facilities. LEAs will provide MCBH all required documentation for residential placement facility application packets. Securing support will include tracking facility denials and coordinating acceptance dates for admission to facilities. MCBH will NOT contract with residential placement facilities as part of Searching and Securing services within this agreement. The residential placement facility expenses will be the sole responsibility of the LEA. Should the number of special education students requiring searching and securing services exceed 15, SELPA will be invoiced for the additional services.

2. MCBH agrees to assign the time of Psychiatric Social Workers (PSW) known as MCBH Therapists per School District listed in Exhibit B to provide Mental Health Services to students in LEA Therapeutic Intervention Program (TIP) classes, and to provide Residential Monitoring for students in out of home care. The MCBH Therapist shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice.

3. SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to a total maximum amount not to exceed **$4,302,631.00.** To offset the total cost to SELPA, MCBH shall seek

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Medi-Cal reimbursement for Mental Health Services and HART services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

Services	Estimated Amount
Mental Health Services	$3,788,612.00
HART	$461,101.00
Residential Monitoring	$32,300.00
Residential Searching and Securing	$20,618.00
Total	**$4,302,631.00**

4. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for HART, Residential Monitoring, and Residential Searching and Securing as identified in Exhibit B.

5. In the event that the total service costs provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such costs, SELPA will reimburse MCBH the amount due and will seek reimbursement from the student's LEA of residence.

6. MCBH shall not be responsible for any costs related to transportation and travel of the student and the student's parents to and from any and all Mental Health Services, including residential placement, as specified in the IEP.

7. Invoicing: MCBH shall submit to SELPA a monthly invoice for Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing that includes the total cost per service provision in accordance with the billing structure and payment rate identified in Exhibit B.

8. Records: MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

Report #	Reporting Period	Due to MCOE
1	July 1, 2026 – September 30, 2026	October 31, 2026
2	October 1, 2026 – December 31, 2026	January 31, 2027
3	January 1, 2027 – March 31, 2027	April 30, 2027
4	April 1, 2027 – June 30, 2027	July 31, 2027

The records will include the following data for each student: the school district of residence, and the Service Function Codes (SFC) of the services provided as described in the student's IEP. Exhibit B identifies the CALPADS code that aligns with the SFC. The report will also include the units of service, the student's name, date of birth, provider name, date(s) of service, unit/minutes/mode, and SFC in sufficient detail to enable SELPA to establish a link between the services provided and the individual student's IEP. MCBH is responsible for maintaining all required documentation in accordance with current practice for audit

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purposes.

9. Final Accounting: A statement of actual costs, inclusive of supporting accounting documentation, will be submitted within ninety (90) days of the expiration of this Memorandum of Understanding. The statement will reflect actual costs incurred for the entire fiscal year.

10. Condition Precedent: This Memorandum of Understanding shall not be effective unless and until each of the Parties execute this Memorandum of Understanding through their respective agency procedures.

11. Audit: SELPA auditors will have access to MCBH records supportive of claims filed related to Mental Health Services provided by MCBH pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. MCBH will be responsible for the costs resulting from any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year **2026-2027** regarding services provided by MCBH that are not Mental Health Services or services provided by MCBH that are not described in a student's IEP. SELPA will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year **2026-2027** which are the responsibility of SELPA. In the event of the need for an audit appeal, MCBH and SELPA will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.

12. Referrals and Assessment Reports: MCBH and SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as provided in the attached Interagency Agreement (Exhibit A).

13. Supervision of Clinical Staff: MCBH shall designate a MCBH Unit Supervisor to provide ongoing clinical supervision for MCBH Therapists and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Therapist shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH agrees to provide onsite clinical supervision on bi-monthly basis within the district where services are provided to ensure appropriate administrative and clinical oversight.

The MCBH Therapist's direct supervisor shall be a MCBH Unit Supervisor who reports directly to the MCBH Behavioral Health Services Manager. The MCBH Unit Supervisor's duties include, but are not limited to:

- Clinical supervision and completion of performance evaluations of MCBH Therapists;
- Coordinate and assign referrals, and oversee scheduled work hours;
- Ensure coverage of services in the event of the unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.

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14. MCBH and each District Special Education Director or designee agree to meet on a monthly basis beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by MCBH.

15. The District will assign a District Special Education Director or designee to serve as a point of contact for MCBH for any and all issues or concerns that arise regarding delivery of services by the MCBH associated with this MOU and will stay involved in resolving any issues or concerns related to the delivery of MCBH services

16. Interagency Agreement (Exhibit A): SELPA and MCBH agree that the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, **2026-2027** is an integral part of this Memorandum of Understanding and further agree that in the event of a conflict between the Memorandum of Understanding and the Interagency Agreement, the Interagency Agreement shall prevail.

17. Privacy: MCBH and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109; student records under the Family Educational Rights and Privacy Act (FERPA); Section 1232g of Title 20 of the United States Code; and under provisions of California law relating to privacy. MCBH and SELPA shall ensure that all activities undertaken under this Memorandum of Understanding will conform to the requirements of these laws to the extent they are applicable.

18. Indemnification: General.
    Except as expressly provided below in Section 19, SELPA shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by SELPA and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the County. SELPA shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which SELPA is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

    Except as expressly provided below in Section 19, County shall indemnify, defend, and hold harmless SELPA and its member LEAs, their officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by County and/or its agents, members, employees, or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by SELPA and its member LEAs. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for SELPA and its member LEAs. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA or its members LEAs with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless

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SELPA and its member LEAs under this Memorandum of Understanding.

19. Indemnification: Due Process Claims.
LEAs shall defend, indemnify and hold harmless the County from all due process claims filed by parents on behalf of their children with respect to any and all claims arising out of this MOU and/or the assessment and determination of whether or not to provide treatment or Mental Health Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Mental Health Services. In the event, however, that an LEA becomes party to administrative or judicial litigation involving Mental Health Services subject to this Agreement, the County agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation and such proceedings, meeting with LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

20. Limitation of Liability.
Each party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the party's required insurance coverage, as stated within Exhibit C and Exhibit D, respectively, copies of which are attached hereto and incorporated herein by this reference.

21. Insurance:
    A. MCBH's Insurance. The County of Monterey shall secure and maintain the insurance coverage or self-insurance described in Exhibit C.
    B. SELPA's and Each of SELPA's Member LEAs' Insurance. SELPA and each of its member LEAs shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

22. Laws and Venue: This Memorandum of Understanding shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Memorandum of Understanding, the action shall be brought in a state court situated in the County of Monterey, State of California, unless otherwise specifically provided for under California law.

23. Third Party Rights: Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than SELPA, MCBH, and LEAs.

24. Severability: The unenforceability, invalidity, or illegality of any provision(s) of this Memorandum of Understanding shall not render the other provisions unenforceable, invalid, or illegal.

25. Term: This Memorandum of Understanding shall cover the period of **July 1, 2026**, through and including **June 30, 2027**. This Memorandum of Understanding shall terminate as of the close of business on **June 30, 2027**. However, prior to **May 1, 2027**, this Memorandum of

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Understanding may be extended by the parties' mutual written consent for any reason.

26. Dispute Resolution: MCBH and SELPA agree that the Interagency Agreement Dispute Resolution described in Exhibit A to this Memorandum of Understanding shall be used to address disputes on the implementation of the Memorandum of Understanding, as well as disputes arising under the Interagency Agreement.

27. Integration: This Memorandum of Understanding, including Exhibits A and B, represents the entire understanding of SELPA and MCBH as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein. This Memorandum of Understanding may not be modified or altered except in writing signed by both parties hereto. This is an integrated Memorandum of Understanding.

28. Signatories: The signatories of this Memorandum of Understanding or their designee shall be responsible for assuring the Memorandum of Understanding is implemented. Neither party shall be deemed to be in default of the terms of this Memorandum of Understanding if either party is prevented from performing the terms of this Memorandum of Understanding by causes beyond its control, including, but not limited to, acts of God; changes in any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Memorandum of Understanding. Neither party shall be liable for any excess costs if the failure to perform this Memorandum of Understanding arises from any of the contingencies listed above.

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IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Monterey, State of California. This Memorandum of Understanding is effective **July 1, 2026,** by and between the undersigned parties.

COUNTY OF MONTEREY:

By: _____
Elsa M. Jimenez, Director of Health Services

Date: _____

APPROVED AS TO LEGAL FORM:

By: Signed by: kevin Serrano
CF464EA4829E4B5...
Office of County Counsel

Date: 5/8/2026 | 5:59 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz
E79EF04E57454F6...
Auditor/Controller's Office

Date: 5/11/2026 | 7:21 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: _____
Risk Management

Date: _____

MONTEREY COUNTY SELPA EDUCATION LOCAL PLAN AREA:

By: DocuSigned by: Kenyon Hopkins
7DA722511E454B8...
Kenyon Hopkins, Executive Director

Date: 5/4/2026 | 3:46 PM PDT

By: DocuSigned by: Melissa Alderman
5FDBC50EEC4045B...
Executive Committee Chair

Date: 5/4/2026 | 3:49 PM PDT

By: Signed by: Colleen Stanley
A6B4F0C26DB2470...
Colleen Stanley Ed.D, Chief Business Official

Date: 5/6/2026 | 8:42 AM PDT

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INTERAGENCY AGREEMENT
BETWEEN

THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

AND

THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU (MCBH)

2026 – 2027

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On October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for Educationally Related Mental Health Services (ERMHS) or an evaluation conducted to determine a student's mental health needs and whether mental health services are required for the student to benefit from their educational program, mandated by AB 3632 and stated in doing so that "[t]his mandate is suspended." AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities (AB 114 Services) with LEAs.

Monterey County Special Education Local Plan Area (SELPA) acknowledges that the Local Education Agencies (LEAs) are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including Mental Health Services, pursuant to a student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law. SELPA is authorized to obligate its member LEAs to the terms of this Agreement.

County of Monterey Health Department, Behavioral Health Bureau (MCBH) offers outpatient Mental Health Services or medically necessary services to assess and treat severe mental health conditions (hereinafter Mental Health Services), by qualified professionals at its current publicized rates. SELPA requests that MCBH facilitate the provisions of these Mental Health Services to students of the LEAs within SELPA who are eligible and where such services are deemed necessary in the IEP.

This Agreement defines the roles and responsibilities of SELPA, on behalf of its member LEAs, and MCBH in the provision of special education and related services to school-age individuals residing in Monterey County. Individuals referred to MCBH must be suspected of needing related services provided by MCBH. Special education and related services covered under the terms of this Agreement shall be at no cost to the parent or legal guardian of the student being served, though MCBH may bill appropriate payors (e.g. Medi-Cal) for mental health services rendered to qualifying individuals.

A primary goal of this Agreement is to ensure that necessary special education and related services are provided to qualifying individuals with special needs in an efficient manner through joint planning, cooperative service delivery, and the judicious use of resources in accordance with applicable federal and state laws and regulations.

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Administration	
The SELPA, LEAs, and MCBH shall designate and identify liaison persons to administer and facilitate implementation of this Agreement. All parties to the Agreement shall engage in administrative activities designed to support implementation of the Agreement.	
SELPA/LEAs	MCBH
A. The SELPA Executive Director and the LEA Special Education administrators shall be the liaisons for facilitating interactions with MCBH.	A. A Behavioral Health Services Manager shall be the liaison for facilitating interactions with LEAs and the SELPA.
B. The SELPA Executive Director shall invite MCBH representatives to two meetings of the SELPA Director's Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.	B. MCBH representatives shall annually attend at least two meetings of the SELPA Director's Cabinet each year for the purposes of short and long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.
C. Shall annually identify staff development activities for mutual participation.	C. Shall annually identify staff development activities for mutual participation.
D. Shall identify the continuum of placement options in the SELPA Procedural Handbook.	D. Shall assure that a range of Mental Health Services including school-based counseling, outpatient counseling, social work services and residential treatment is available to referred students needing these services. MCBH services will be provided as outlined in the *Service Delivery* section of this Agreement.
E. N/A	E. For students whose parents do not speak English, and upon request of a parent, shall provide translation from English to parent's primary language of all written correspondence, assessment reports, and treatment summaries, unless not feasible. Versions in both English and parent's primary language shall be forwarded to the IEP team.
F. Designated SELPA/LEA agrees to provide a confidential and private office and/or meeting space that is conducive to the therapeutic process with electricity, appropriate lighting, at a reasonable temperature, and any equipment necessary (other than the equipment provided by County in Section 1(f) of this MOU) for the implementation of mental health supports provided by	F. N/A

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MCBH Therapist(s).	
G. Designated SELPA/LEA and MCBH staff shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.	G. Designated SELPA/LEA and MCBH Service Manager shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.

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Release and Exchange of Information	
The parent/legal guardian of an individual with special needs has the right to authorize that all relevant information needed by the LEA, the SELPA, and MCBH be provided and available to the agencies for the purposes of assessment and the determination of an appropriate program and related services under provisions of law, including but not limited to, the Individuals with Disabilities Education Act and E.C. § 56515(c)(1). This right shall transfer to the special needs individual at the age of majority, which is eighteen (18) years of age E.C. § 56515(c)(2). MCBH shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) and obtain required authorization for use, exchange, and/or disclosure of confidential information.	
LEAs	MCBH
A. Shall obtain written parent/legal guardian to exchange information with MCBH for purposes of referral and provision of services covered by this Agreement. Such authorization shall be in accordance with federal and state laws related to confidentiality of student records.	A. Shall obtain required authorization for use, exchange, and/or disclosure of confidential information.

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Referral	
An IEP team may refer a student who has been determined to be an individual with exceptional needs (IWEN) or who is suspected of being an IWEN, as defined in E.C. § 56026, and is also suspected of needing related services provided by MCBH when the criteria outlined below are met. The identified procedures outline how a referral is initiated. **Processes outlined in this section are not designed for use in responding to psychiatric emergencies or behavioral health-related situations requiring immediate response**.	
LEAs	MCBH
A. For students who are already eligible for Special Education, the instructional team shall identify the possible need for a referral to MCBH.	A. N/A
B. The Case Manager and School Psychologist shall: 1. Notify the LEA's identified Special Education administrator. 2. Schedule and convene an IEP team meeting (supplemental, annual, or reassessment, as appropriate) to determine if a referral is indicated.	B. N/A
C. If the IEP team determines that a referral to MCBH is needed, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for informed consent: 1. A Notice of Referral for Reassessment and Proposed Action (NC 2B). 2. An Assessment Plan (NC 3). 3. A Parent Consent to Release/Exchange Information form (NC 9) as needed and required by law. 4. Parent Guide to MCBH Services.	C. N/A
D. Following completion of items in C above, the Case Manager and School Psychologist shall compile and forward to the LEA Special Education administrator a hard-copy packet to include: 1. A completed referral to MCBH Services (RE 7), labeled "MCBH Referral". 2. The most current psycho-educational and other relevant reports to SIRAS file. 3. Completed copies of the Notice of Referral for Reassessment and Proposed Action (NC 2B), the	D. N/A

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consented Assessment Plan (NC 3), and any required Parent Consent to Release/Exchange Information (NC 9) forms with parent/legal guardian signature. 4. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting **no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days** from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's/legal guardian's written consent for assessment, unless the parent/legal guardian agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. The IEP, however, shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 30 days or less prior to the end of the regular school year (E.C. § 56344(a)). .	
E. The identified LEA Special Education administrator shall: 1. Review the submitted MCBH Referral Packet to ensure that all documents as described in D above have been accurately and adequately addressed and completed. 2. Scan and attach the MCBH Referral Packet to the student's SIRAS file. 3. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student in SIRAS. 4. Notify MCBH of the referral via email to: 415Education@countyofmonterey.gov (using SSID only) **within five (5)**	E. N/A

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working days of the LEA's receipt of parent/legal guardian consent for the MCBH assessment. LEA Special Education administrator shall copy the assigned School Psychologist and LEA Case Manager on email notification.	
F. Students who are being assessed for initial eligibility for Special Education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, the identified LEA Special Education administrator shall: 1. Complete a Request for Specialist Assistance (RE3A) for MCBH to conduct a screening to determine if a concurrent assessment is required, and within five (5) working days of the LEA's determination of need and submit to: 415Education@countyofmonterey.gov. 2. If MCBH notifies that a full concurrent assessment is necessary for the student, the LEA shall complete the Request for Specialist Assessment (RE3B) 3. The MCBH Referral Packet is compiled and submitted following the steps outlined above with the exception of current psycho-educational assessments. A copy of the Notice of Referral for Special Education and Proposed Action and results of preliminary psycho-educational assessments, however, including those conducted by school personnel in accordance with E.C. § 56320, to the extent they are available, should be included. A telephone consultation between the LEA Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral, whenever possible.	F. Students who are being assessed for initial eligibility for Special Education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, MCBH shall: 1. MCBH shall use the Youth Screening Tool for Medi-Cal Health Mental Services (Appendix C) to complete a screening within fifteen (15) working days to determine if a concurrent assessment is required and MCBH shall inform the LEA of the outcome of the screening.
G. Students who are currently enrolled in a Therapeutic Intervention Program (TIP) and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may	G. N/A

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not require additional assessment to determine the provision of mental health as a related service. If the student is currently receiving services for social/emotional needs, the MCBH Referral Packet is compiled and submitted following the steps outlined above with the exception of completion of a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3). A telephone consultation between the LEA Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral. A copy of the results of psycho educational assessments conducted by school personnel in accordance with E.C. § 56320 should be included in the MCBH Referral Packet. If an assessment to determine social/emotional needs has not been recently conducted, an assessment by MCBH will be required. If the student will not require assessment to determine the areas of need, the IEP meeting notice to initiate services provided by MCBH should indicate a meeting date within 30 days.	

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Assessment Process	
Assessments will be conducted by qualified, knowledgeable MCBH personnel using test instruments validated for the purpose for which they are used and shall assess individuals suspected of or identified with special needs in all areas of suspected disability. No single test shall be used as the sole criteria for determining an appropriate educational program. Tests shall be administered in a student's primary language or other mode of communication required to meet linguistic or non-verbal communication needs. These and all other assessment requirements shall be followed in accordance with the E.C. § 56320 and applicable federal and state law. MCBH shall conduct an assessment for all referred students for the purpose of identifying specific social/emotional needs and developing recommendations regarding goals, supports, strategies, and interventions that the student may require.	
LEAs	MCBH
A. N/A	A. Shall **immediately** verify receipt of the referral via email to the Special Education administrator of the LEA and verify the IEP date or request a new date, if necessary. Shall, **within five (5) working days** of receipt of a MCBH Referral Packet, notify the Special Education administrator of any additional information needed by MCBH in order to conduct the assessment.
B. N/A C. If a student, aged 17 and younger, does not consent to Mental Health Services, LEAs will work with MCBH to provide sufficient information to complete an	B. Shall complete the assessment prior to the scheduled IEP team meeting unless the LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing or student refuses to participate in the assessment (as detailed below). At a minimum, the assessment shall include a review of the MCBH Referral Packet, an observation of the student within the educational setting, completion of the Youth Screening Tool for Medi-Cal Mental Health Services (Appendix C), interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it.Additional assessment will be conducted as determined necessary by the assessor and in consultation with the School Psychologist. C. If a student, aged 17 and younger, does not consent to Mental Health Services, MCBH will complete an ERMHS assessment. MCBH shall not provide any Mental

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ERMHS assessment.	Health Services without appropriate consent.
D. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.	C. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.
E. Upon notification from MCBH of the inability to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, LEA designee shall make contact with the parent/legal guardian and inform MCBH of the outcome.	D. If MCBH is not able to reach the parent/legal guardian after 3 attempts, or if the parent/legal guardian declines to participate in the assessment, MCBH will notify the Special Education Director, LEA Case Manager and School Psychologist via email to request assistance. MCBH will document all attempts to contact student's parent/legal guardian in "Record Contact Attempt" within open Meeting in SIRAS.

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Individualized Education Program (IEP)	
Upon completion of the assessment by MCBH, an IEP team meeting shall be convened on the date previously scheduled. For annual IEP reviews, triennial assessments and reviews, and IEP amendments, IEP team meetings shall be convened on dates and at times mutually agreed upon by all parties.	
LEAs	MCBH
A. Shall convene an IEP team meeting in accordance with legal timelines (E.C. § 56344(a)) and as previously scheduled (initials only) or mutually agreed upon by all parties.	A. N/A
B. Shall ensure that all required members of the IEP team are in attendance, after being given at least ten (10) working days prior notice for non-emergency meetings, at the scheduled meeting unless the parent/legal guardian and the LEA agree, in writing (NC 7), that the attendance of the member is not necessary because the member's area of the curriculum or related service is not being modified or discussed, or that the member's area of curriculum or related service is being addressed but the member will submit written input to the parent and the IEP team prior to the meeting (E.C. § 56341(d) and (g)).	B. Shall send a representative to attend the meeting unless excused in writing by the parent and the LEA. The representative must be able to interpret assessment results. If an assessment has been conducted and the parent/legal guardian disagrees with the assessor's related service recommendations, MCBH will provide the parent/legal guardian with written notification that they may require the assessor to attend the IEP team meeting to discuss the recommendation. The assessor shall attend the meeting if requested to do so by the parent/legal guardian.
C. Shall ensure completion of the following portions of the IEP, following discussion at the IEP team meeting, as they relate to services provided by MCBH: 1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)). 2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved (E.C. § 56345(a)(2)). 3. Description of the manner in which the progress of the student toward meeting the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Each LEA shall provide grading period	C. Shall complete and bring a draft copy to the IEP meeting of the following portions of the IEP as they relate to services provided by MCBH: 1. Description of the student's present levels of social and emotional performance. 2. Goals and objectives related to the student's present levels in the area of social/ emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved. *Note: Objectives are only required for students who participate in statewide assessment using California's alternate assessment or if otherwise determined necessary by the IEP team.* 3. Description of the manner in which the progress of the student toward meeting the annual goals related to services provided by MCBH will be

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dates at the beginning of the school year. The student's LEA Case Manager shall provide a copy of the progress report to the parent/legal guardian upon receipt. 4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)). Services are to be provided to all students identified as needing such services, regardless of the identified specific disability. If student is at imminent risk of placement in a Residential Treatment Center(RTC), related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. 5. Consultation services listed on the IEP 8 are recommended as part of the therapy process and are available when there are Mental Health Services provided. 6. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services (E.C. § 56345(a)(7)).	provided. Unless otherwise noted in the IEP, MCBH will send progress reports to the student's LEA Case Manager one week prior to the end of each grading period. 4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)). Services are to be provided to all students identified as needing such services, regardless of the identified specific disability. If student is at imminent risk of residential placement, related services shall include HART services. HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. MCBH will follow HIPAA and CMIA requirements and applicable federal and state mental health consent laws and obtain necessary authorizations to use, exchange, and/or disclose confidential information and consent before using or sharing confidential mental health information. 5. Consultation services listed on the IEP 8 are offered as part of the therapy process and are available when there are Mental Health Services provided. 6. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services.

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Dismissal from MCBH Mental Health Services	
LEAs	MCBH
A. When considering dismissal from Mental Health Services provided by MCBH, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from any related service provided by MCBH, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing can be scheduled to discuss the proposed change to the student's IEP as necessary.	B. If a staffing is scheduled, MCBH shall send a representative to attend the staffing.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) the student may be ready for dismissal from any related service provided by MCBH, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for consent: 1. A Notice of Referral for Reassessment and Proposed Action (NC 2B). 2. An Assessment Plan (NC 3).	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for assessment are communicated with the parent
D. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's written consent for assessment, unless the parent agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. (E.C. § 56344(a)).	D. N/A
E. Assessment will be conducted as	E. Shall complete the assessment prior to the

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determined necessary in consultation with the School Psychologist.	scheduled IEP team meeting unless the LEA and parent/legal guardian agree in writing to an extension or parent/legal guardian revokes consent for the assessment in writing. At a minimum, the assessment shall include an observation of the student within the educational setting, interviews with the student, teachers, and parents/legal guardians unless circumstances prevent it, the Child and Adolescent Needs and Strengths-Education Identification (CANS-EI) and any other clinical assessment tools MCBH deems appropriate.
F. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.	F. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.
G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled. *See Individualized Education Program (IEP) section for detailed procedures.*	G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled. *See Individualized Education Program (IEP) section for detailed procedures.*

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Dismissal from Home Alternative to Residential Treatment (HART) Services	
LEAs	MCBH
A. When considering dismissal from HART Services, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from HART Services, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing will be scheduled to discuss the proposed change to the student's IEP as necessary. This meeting will focus on ensuring the dismissal of HART services is done collaboratively, with a strong emphasis on prioritizing the student's mental health needs.	B. MCBH shall send a representative to attend the staffing to support a collaborative process with a strong emphasis on prioritizing the student's mental health needs.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e., classroom teacher or other school staff) related to HART Services, the student may be ready for dismissal from HART Services, the Case Manager or School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate) that will occur within ten (10) working days of staffing, complete, and present to the parent: 1. Notice of IEP Team Meeting (NC 6)	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for review of progress with goals is communicated with the parent and the HART Contract Provider.
D. N/A	D. MCBH will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting.
E. Convene the IEP team meeting (supplemental, annual, or reassessment, as appropriate) to review progress with HART goal and dismissal of the service.	E. Will participate in IEP team meeting to report on progress with HART goal and dismissal of the service.

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F. LEAs that are not receiving in-district Mental Health Services through MCBH and are considering dismissal for HART Services shall: 1. Complete sections A-E above. 2. LEA designated therapist or case carrier shall: a. Notify the Case Manager, School Psychologist, and MCBH to discuss this proposed change. b. Convene a staffing and invite MCBH. c. Coordinate with the school team to ensure that communication for HART dismissal is disclosed to the parent and the HART Contract Provider. d. Will utilize information gathered from classroom observations of student, consultations with school personnel and parent/guardian, and records review to compile information related to progress with HART goal that substantiates dismissal of the service before the scheduled IEP Team Meeting. Treatment and progress summary information from HART Contract Provider will be incorporated when dismissing HART Services. e. Attend the IEP team meeting on the date previously scheduled, when the information in section F 2(d) is complete and shall inform HART Contract Provider and MCBH when HART services are dismissed. *See Individualized Education Program (IEP) section for detailed procedures.*	F. MCBH will be notified by LEA designated therapist or case manager of dismissal of services and will attend staffing.

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Delivery of Mental Health Services	
The following procedures shall be followed for delivery of related services provided by MCBH.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided by MCBH are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Shall contact the LEA Special Education administrator if services cannot be provided for any reason, subject to MCBH obtaining appropriate consent from parent/guardian and/or youth if applicable law permits youth to directly consent for Mental Health Services.
B. If services are to be provided at school, the MCBH Therapist and the LEA Case Manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, the MCBH Therapist and the LEA Case Manager will collaboratively schedule the time and specific location of services. The MCBH Therapist will sign in and sign out at the school office during each school visit. Services must be made up when the MCBH Therapist is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. Meetings with the MCBH Therapist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's LEA Case Manager and/or School Psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall	D. If the MCBH Therapist has concerns about lack of participation or non-attendance in treatment this will be conveyed to the student's School Psychologist and LEA Case Manager.

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convene an IEP team meeting to discuss options.	
E. N/A	E. Shall document all services and attempts to provide services in the student's Service Log in SIRAS and in AVATAR, MCBH's electronic medical records system.

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Delivery of HART Services	
The following procedures shall be followed for delivery of HART Services.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided by the HART Contract Provider are delivered as specified on the IEP and begin as soon as possible following the development of the IEP. The HART Contract Provider will contact MCBH if services cannot be provided for any reason and will inform the LEA Special Education administrator.
B. If services are to be provided at school, the MCBH Therapist, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, MCBH, the HART Contract Provider, and the LEA Case Manager will collaboratively schedule the time and specific location of services. The HART contract provider will sign in and sign out at the school office during each school visit. Services must be made up when the HART Contract Provider is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. The MCBH Therapist will be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings with the MCBH Therapist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's LEA Case Manager and/or School Psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using encryption to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH Therapist of concerns about participation or non-attendance in treatment, shall assist in	D. If the HART Contract Provider shall report concerns about lack of participation or non-attendance in treatment to MCBH

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eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.	and this will be conveyed to the student's School Psychologist and LEA Case Manager.
E. LEAs that are not receiving in district Mental Health Services through MCBH and are delivering HART Services shall: 1. LEA designated therapist or case carrier shall: (a) Consult with HART Contract Provider at least once a month (b) Engage with IEP team members if student is having difficulty with accessing HART services or if there are significant safety issues in the home (c) Attend HART Contract Provider Coordination of Services (COS) meetings to monitor and review clients progress in services (d) Attend IEP meeting to represent HART services and report on client engagement and progress Timely inform MCBH Supervisor of any changes to HART services, including dismissal. (e) Ensure that services to be provided HART Contract Provider are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Contact the HART Contract Provider if services cannot be provided for any reason and will inform MCBH and the LEA Special Education administrator. (f) Coordinate with the HART Contract Provider and the LEA Case Manager to collaboratively schedule the time and specific location of services if services are to be provided at school. (g) Be invited to meetings in lieu of the HART Contract Provider unless requested. Meetings will be held when requested. Such meetings will take place while school staff is not instructing or	E. MCBH will work collaboratively with LEA Special Education Director through resolution of concerns with HART services with MCBH.

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involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged. (h) If notified by the HART Contract Provider of concerns about participation or non-attendance in treatment, shall assist in eliciting parent/legal guardian participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options. (i) Document all services and attempts to provide services in the student's Service Log in SIRAS. (j) Notify LEA Special Education Director and MCBH immediately if there are any concerns about HART services. (k) Notify LEA Special Education Director and MCBH within two (2) working days of knowledge for moving forward with dismissal of HART services (outlined in *Dismissal of HART Services* section). 2. LEA Special Education Director will work collaboratively through resolution of concerns with HART services with MCBH.	

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Transfers and Interim Placements

LEAs Responsibilities:

Students transferring into the SELPA from another county or state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement, for students transferring from another county, shall not exceed thirty (30) days by which time the LEA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP (EC § 56325(a)(1)).

Students transferring from another state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement shall continue until the LEA conducts an assessment and, if determined to be necessary, develops a new individualized education program. EC § 56325 (a)(3).

LEAs	MCBH
A. Shall refer to MCBH any student transferring into the SELPA from another county or state who was receiving related services pursuant to an existing IEP that in Monterey County are provided by MCBH. The referral shall be made in writing to MCBH within **two (2) school days** from the date that the LEA becomes aware of the student's transfer.	A. Shall ensure that the student is provided interim related services as specified in the existing IEP for a period **not to exceed thirty (30) calendar days** unless the parent agrees otherwise. Shall notify the LEA Special Education administrator if the student's parent/legal guardian cannot be contacted.
B. The referral shall provide copies of the following documents to MCBH: 1. A completed Interim Placement Form (IEP 11); 2. Copies of the student's existing IEP, if available; 3. Copies of reports received, if available; 4. Notice of IEP Team Meeting (NC 6); and 5. Signed Parent Consent to Release and Exchange of Information form (NC 9). 6.	B. N/A
C. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).	C. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.

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Determination of Need for HART OR Residential Placement	
These procedures shall apply when a student is being considered for HART services OR residential placement due to social/emotional/behavioral needs.	
LEAs	MCBH
A. Prior to the determination that placement in a RTC is necessary for the student to receive a free and appropriate public education, **an IEP team including representatives from MCBH** shall consider least restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom, and/or providing HART services.	A. Prior to the determination that RTC placement is necessary for the student to receive a free and appropriate public education, **an IEP team including representatives from MCBH** shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional TIP classroom and HART services.
B. LEAs receiving in-district mental health services through MCBH that, after exhausting least restrictive interventions, identify a student in need of HART services shall : 1. Timely notify MCBH Supervisor of need for a referral for HART services and convene a staffing meeting, if necessary, inviting MCBH. 2. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix G). 3. Convene an IEP meeting to coordinate and establish HART services and invite MCBH.	B. LEAs receiving in-district mental health services through MCBH that, after exhausting least restrictive interventions, identify a student in need of HART services shall , MCBH shall: 1. Respond to any inquiries related to HART services referral and service delivery and participate in a staffing meeting, if necessary. 2. Participate in an IEP meeting to coordinate and establish HART services by developing a HART goal on the IEP 3, service minutes on the IEP 7, and consultation minutes on the IEP 8. 3. Compile HART Referral Packet (Appendix F) to include: b. Required authorization for use, exchange, and/or disclosure of confidential information with the HART Contracted Providers (JDT Consultants and Aspiranet) c. Mental health assessment/ERMHS assessment 4. Submit HART Referral Packet (Appendix F) to one of the contracted HART Contract Providers (JDT Consultants and

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Determination of Need for HART OR Residential Placement	
	Aspiranet) to initiate HART services and update the LEA on the outcome of the referral
C. LEAs that are not receiving in-district Mental Health Services through MCBH and after exhausting least restrictive interventions, identify a student in need of HART services shall: 1. Complete HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F) 2. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F) 3. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix G). 4. Hold IEP meeting to add HART goal, social work services, naming HART Contract Provider as Responsible Staff, and HART consultation to the student's IEP in SIRAS. 5. Compile HART Referral Packet (Appendix F) to include: a. Signed Parent Consent to Release and Exchange of Information form (NC9) b. Two separate ROIs for contracted HART Contract Providers (JDT Consultants and Aspiranet) c. Mental health assessment/ERMHS assessment d. For students receiving LEA provisioned mental health treatment, a mental health treatment summary including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis must be included in the referral packet. e. IEP 3, IEP 7 and IEP 8. 6. Scan and attach the HART Referral Packet to the student record in SIRAS.	C. LEAs that do not receive in-district Mental Health Services through MCBH and that, after exhausting least restrictive interventions, identify a student in need of HART services shall: 1. MCBH will attend staffing for consultation of identified student residing in a district not participating in Mental Health Services in need of HART services, to review the HART Referral Form upon notification from. 2. Upon receipt of email notification that a referral for HART services has been submitted for a student residing in a district not participating in Mental Health Services, MCBH will confirm receipt of HART referral and provide LEA with name of MCBH designee to be added to the student's record in SIRAS to access HART Referral Packet.3. Upon receiving access to the HART Referral Packet uploaded to the student's record in SIRAS, MCBH obtain required authorization for use, exchange, and/or disclosure of confidential information for the HART Contracted Providers and submit HART Referral Packet to one of the contracted HART Contract Providers (JDT Consultants and Aspiranet) to initiate HART services.

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Determination of Need for HART OR Residential Placement	
7. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student record in SIRAS. 8. Notify MCBH of the HART referral via email with "HART Referral" in subject line to: 415Education@countyofmonterey.gov using SSID only **within five (5) working days** of the LEA's receipt of parent/legal guardian's consent for HART service.	
D. If less restrictive alternatives have not been successful, the IEP team is considering placement in a residential treatment center, the student's LEA shall convene an IEP team meeting. This team meeting shall include the MCBH RTC Case Manager and/or Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document the following: 1. Alternatives to residential placement that were provided and why they have not been sufficient. What interventions were previously considered but not provided, and the reason(s) why; 2. The decision to seek a residential placement.	D. . The MCBH RTC Case Manager or MCBH Unit Supervisor will attend the IEP team meeting to provide information on the process involved with searching and securing a residential placement.
E. LEAs that are receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement shall: 1. Convene an IEP team meeting to include the MCBH RTC Case Manager and/or MCBH Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document information as outlined in section D. 2. Provide MCBH Supervisor access to the student record in SIRAS. 3. Aide MCBH in obtaining any documentation required for the RTC Packet (Appendix D).	E. For LEAs receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement, MCBH shall: 1. Send the MCBH RTC Case Manager or MCBH Unit Supervisor to attend the IEP team meeting upon request by LEA to provide information on the process of searching and securing a residential placement. 2. Compile RTC Packet (Appendix D) to include: (a) Copy of most recent annual IEP in SIRAS (b) Completed RTC Form, selecting Referral Packet (c) Cover letter outlining circumstances and clinical need for RTC placement

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<table>
<tr><th colspan="2">Determination of Need for HART OR Residential Placement</th></tr>
<tr><td></td><td>(d) Current list of medications with dosages, if applicable
(e) Copies of incident reports if history of or current RTC placement, if applicable
(f) Student attendance record and transcript
(g) Mental health assessment/ERMHS assessment
(h) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable
(i) Discharge summaries from prior RTC placement(s), if applicable
(j) Obtain required authorization for use, exchange, and/or disclosure of confidential information for in-state and out-of-state, if appliable, RTCs
3. Begin process for searching and securing RTC placement for student</td></tr>
<tr><td>F. LEAs that are not receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement shall:

1. Convene an IEP team meeting to include the MCBH RTC Case Manager and/or MCBH Unit Supervisor and a LEA representative authorized to make placement decisions. The team shall document information as outlined in section D.

2. Compile RTC Packet (Appendix D) to include:
(a) Completed RTC Form, selecting Referral Packet
(b) Cover letter outlining circumstances and clinical need for RTC placement</td><td>F. For LEAs not receiving in-district Mental Health Services through MCBH that identify a student in need of RTC placement, MCBH shall:
1. Send a MCBH RTC Case Manager or MCBH Unit Supervisor to attend the IEP team meeting upon request by LEA to provide information on the process of searching and securing a residential placement.
2. Upon receipt of email notification that a RTC Packet has been submitted, MCBH will confirm receipt of referral and provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet.</td></tr>
</table>

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<table>
<tr><th colspan="2">Determination of Need for HART OR Residential Placement</th></tr>
<tr><td>(c) A Parent Consent to Release and Exchange information form (NC9) Current list of medications with dosages, if applicable
(d) Copies of incident reports if history of or current RTC placement, if applicable
(e) Student attendance record and transcriptMental health assessment/ERMHS assessment
(f) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable
(g) Discharge summaries from prior RTC placement(s), if applicable
3. Scan and attach the RTC Packet to the student's SIRAS file.
4. Assign the MCBH designee to the student record in SIRAS.
5. Notify MCBH of RTC referral via email with "RTC Packet" in subject line to: 415Education@countyofmonterey.gov using SSID only within five (5) working days of the LEA's receipt of parent/legal guardian consent for RTC referral.
1.</td><td>3. Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will obtain required authorization for use, exchange and/or disclosure of confidential information for in-state and out-of-state, if appliable, RTCs
4. Begin process for searching and securing RTC placement for student.</td></tr>
<tr><td>G. LEAs that are not receiving in-district Mental Health Services through MCBH and that identify a student in need of HART services following return from an RTC placement shall:
1. Convene a staffing with Special Education Director, Case Manager, School Psychologist, and MCBH for consult to review the HART Referral Form of Home Alternative to Residential Treatment (HART) Referral Packet (Appendix F)
2. School personnel will provide parent/guardian a copy of the HART Brochure (Appendix F).
3. Complete Section C, 1-8 above.</td><td></td></tr>
<tr><td>H. Upon notification from MCBH, the LEA shall collaborate with MCBH to jointly determine next steps. The LEA shall make reasonable efforts to inform the parent/guardian or eligible youth of the purpose and importance of obtaining authorization for the exchange of</td><td>H. If required authorization for use, exchange and/or disclosure of confidential information is not provided by the parent/guardian or eligible youth, MCBH shall be limited in its ability to share and receive</td></tr>
</table>

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Determination of Need for HART OR Residential Placement	
information.	related information with HART Contract Provider and RTC and will notify LEA.

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Placement and Monitoring of Students in Residential Placement	
Following a decision to place a student in a residential setting, a MCBH RTC Case Manager shall be designated to facilitate the placement and monitoring of the student. The LEA and MCBH each have specific responsibilities for monitoring students in residential placement.	
LEAs	MCBH
A. N/A	A. Shall designate a MCBH RTC Case Manager to coordinate the student's residential placement plan upon notification to place the student in a residential placement.
B. N/A	B. The RTC Case Manager shall coordinate the residential placement plan as soon as possible after the decision has been made to place a student in residential treatment. The residential placement plan shall include provisions, as determined in the student's IEP, for the care, supervision, special education, and related services required by the student.
C. N/A	C. The MCBH RTC Case Manager shall, in consultation with the IEP team's administrative designee, identify and recommend a potential placement that addresses the student's educational and social/emotional/behavioral needs in a manner that is cost-effective subject to the requirements of federal and state special education laws, including the requirement that the placement be appropriate and in the least restrictive environment.
D. Before contracting with a nonpublic, nonsectarian school or agency outside of the state, the district, special education local plan area, or county office, the LEA shall document its efforts to utilize public schools or to locate an appropriate nonpublic nonsectarian school or agency program, or both within the state (EC § 56365(e)). For purposes of this Agreement, placement in an in-state non-public school certified by the California Department of Education (CDE) shall be considered less restrictive than placement in an out-of-state CDE certified non-public school placement.	D. The residential placement shall be in a facility that is located within, or in the county adjacent to, the county of residence of the parents or caregivers of the student with a disability. When no nearby placement alternative that is able to implement the IEP can be identified, this determination shall be documented, and the MCBH case manager shall seek an appropriate placement to propose that is as close to the parents' home as possible. For purposes of this Agreement, an in-state residential placement shall be considered less restrictive than placement in an out-of-state facility.

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E. Residential placements may be made out of California only when: 1. No in-state facility can meet the student's needs; 2. The requirements of items C and D of this section have been met; and 3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education.	E. E. Residential placements out of California will be recommended only when: 1. No in-state facility can meet the student's needs; and 2. The requirements of items C and D of this section have been met.
F. Residential placements made to any non-public school not certified by the California Department of Education (CDE) shall be considered only when: 1. No in-state facility can meet the student's needs; 2. The requirements of items C and D of this section have been met; and 3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education. (a) LEA will be responsible for monitoring placements made to any non-public school not certified by the California Department of Education (CDE)	F. Residential placements out of California will be recommended only when: 1. No in-state facility can meet the student's needs; and 2. The requirements of items C and D of this section have been met. (a) MCBH will not monitor placements made to any non-public school not certified by the California Department of Education (CDE)
G. N/A	G. Shall notify the LEA that a potential placement has been identified and request an IEP meeting to finalize the placement in the proposed residential facility.
H. In collaboration with MCBH, shall schedule and convene an IEP team meeting to finalize the residential placement. 1. During the IEP team meeting to finalize the residential placement, the IEP team shall document the student's educational and social/emotional/ behavioral treatment needs that support the need for residential placement and shall identify the special education and related services to be provided by the residential facility that cannot be provided in a less restrictive environment, and confirm with the NPS that the LEA is responsible for managing the student's IEP and required	H. Shall arrange for a MCBH Case Manager representative to attend the scheduled IEP team meeting. 1. Shall participate with the IEP team in documenting the student's social/emotional/behavioral needs and related Mental Health Services to be provided by the residential facility. 2. Shall participate in identifying required specific Mental Health Services. 3. Shall participate in specifying the frequency and duration of MCBH Case Manager social work services. 4. Shall develop a recommended plan to

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assessments while the student remains in placement. 2. Menal Health Services shall be individually identified on the IEP, rather than "bundled" under the umbrella term of "day treatment". 3. MCBH RTC Case Manager shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate. 4. Include in the IEP any transition activities determined to be necessary to assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team. 5. The LEA shall be responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress. The specifics of transportation and family visits shall be outlined in the notes section of the IEP. 6. The LEA shall provide MCBH all necessary information required to complete the Out-of-State Nonpublic School Placement Notice (Appendix E) for submission to CDE within fifteen (15) days of an out of state placement decision.	assist the family with the student's social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team. For out-of-state nonpublic school residential placements, MCBH shall complete the Out-of-State Nonpublic School Placement Notice (Appendix E) and submit it to the CDE within fifteen (15) calendar days of the placement decision.
I. Shall develop a master contract and individual services agreement between the LEA and nonpublic, nonsectarian school or agency services (E.C. § 56366). The LEA shall be responsible for providing or arranging for the special education, related services, and other Mental Health Services including room and board needed by the student.	I. N/A
J. Shall notify MCBH of completion of LEA financial contracts for residential placement.	J. N/A
K. N/A	K. Shall facilitate the enrollment of the student in the residential placement.
L. N/A	L. Shall notify the LEA that placement has been arranged. If the LEA does not have any students enrolled at the NPS at the time of placement, MCBH shall conduct an onsite visit prior to placement of the student.

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M. N/A	M. Shall conduct at least one onsite monitoring visit on behalf of the LEA during each school year to the NPS at which the LEA has a student attending and with which it maintains a Master Contract. The onsite monitoring visiting shall include, but not limited to: 1. Interview with the student to check wellbeing and safety 2. Review of services provided to the student through the ISA between the LEA and the NPS. 3. Review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable. 4. Observation of the student during instruction time. 5. Walkthrough of the facility 6. Interviews with teachers, therapists, residential facility staff, the case manager, and other relevant staff members.
N. N/A	N. Shall complete the "Local Educational Agency Onsite Visit for Nonpublic School" form following the monitoring visit and submit to the California Department of Education within 60 calendar days of the onsite visit and upload copies of the completed form to the student record in SIRAS and email copies to SELPA Executive Director and LEA Special Education Director.
O. Shall periodically report to the parent/legal guardian on the progress the student is making toward meeting annual IEP goals pursuant to the frequency and method indicated in the IEP for the student (E.C. § 56345(a)(3)).	O. Shall notify the LEA and the parent/legal guardian if there is a discrepancy between the level of care, supervision, or the provision of Mental Health Services and the requirements of the IEP.
P. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.	P. Shall conduct a face-to-face contact via Telehealth on a quarterly basis, or more frequently if determined necessary by the IEP team, with the student who is at the residential facility to monitor the level of care, supervision, provision of Mental Health Services, overall progress, and assess continuing need for residential treatment. 1. Shall provide notice to the LEA of the

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	contact and invite LEA to participate. 2. When possible, the LEA progress reporting and MCBH face-to-face contacts via Telehealth will be combined and conducted collaboratively. 3. Monitoring activities shall include: a) Record review; b) Meeting with the student; and c) Review of overall progress.
Q. Will convene and participate in an IEP team meeting to include representatives from MCBH **within six (6) months** of residential placement and **every six (6) months thereafter** as long as the student remains in residential placement.	Q. Will attend the scheduled IEP team meeting.
R. The Special Education Director and/or LEA designee will be the primary contact during the summer months to facilitate communication and coordinate activities as needed.	R. Will communicate and coordinate activities with Special Education Director and/or LEA designee during the summer months as needed.
S. LEAs that determine a parent/legal guardian has unilaterally place a student in RTC and wants MCBH for monitoring of the existing placement shall: 1. Compile RTC Packet (Appendix D) (a) Complete RTC Form, selecting Notice of Existing Placement (b) Cover letter outlining circumstances leading to placement and clinical need for the RTC placement, including mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis (c) Copies of incident reports if history of or current RTC placement, if applicable (d) Student attendance record and transcript (e) Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable (f) Copies of incident report(s)from current or prior RTC placements, if applicable (g) Discharge summaries from prior RTC placement(s), if applicable 4. Scan and attach the RTC Packet to the student's SIRAS file.	S. Upon receipt of email notification that a RTC Packet has been submitted for a student residing in a district not participating in Mental Health Services, MCBH will confirm receipt of packet and provide LEA with name of MCBH RTC Case Manager to be added to the student's record in SIRAS to access RTC Packet. Upon receiving access to the RTC Packet uploaded to the student's record in SIRAS, MCBH Case Manager will begin process for monitoring RTC placement for student.

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5. Assign the MCBH designee to the student record in SIRAS. (h) Notify MCBH of RTC Packet via email with "RTC Packet" in subject line to: 415Education@countyofmonterey.gov using SSID only **within five (5) working days** of the LEA's receipt of parent/legal guardian consent for RTC monitoring.	

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Financial Responsibilities	
The following is an outline of the conditions and limitations for reimbursement to MCBH from SELPA for the provision of Mental Health Services, including those related to residential placement described earlier in this Agreement. Special education instruction, designated instruction and services, related services, and residential placements are to be provided at no cost to the parent.	
SELPA/LEAs	MCBH
A. SELPA shall reimburse MCBH for assessments and related services provided by MCBH as specified in the IEP and in the Memorandum of Understanding between SELPA and MCBH.	Submit invoices and back-up documentation for reimbursement of costs incurred in provision of assessments and related services to SELPA as specified in the Memorandum of Understanding between SELPA and MCBH. MCBH may bill appropriate payors (e.g. Medi-Cal) for mental health services rendered to qualifying individuals. A.
B. The student's LEA of residence shall be financially responsible for Special Education, therapeutic and non-therapeutic related services while the student is placed in a Residential Treatment Center (RTC) pursuant to an IEP.	B. N/A
C. The student's LEA of residence shall provide transportation of a student to and from the location for receiving services provided by MCBH as specified in the IEP if services are provided at a site other than the student's school or home.	C. N/A
D. The student's LEA shall be financially responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress, as identified on the IEP.	D. N/A

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Provision of Facilities and Support at LEA Sites	
LEAs shall provide appropriate facilities and support for the provision of Mental Health Services provided by MCBH at school.	
LEAs	MCBH
A. N/A	A. Shall, whenever possible and appropriate to the needs of the student, provide services at the student's school of attendance.
B. Shall collaborate with MCBH to establish a regular treatment schedule.	B. Shall collaborate with the LEA to establish a regular treatment schedule.
C. The LEA Special Education administrator shall make the site administrator where services will be provided, aware of the obligation to provide an appropriate meeting space.	C. Will provide Mental Health Services via Telehealth upon request or to ensure continuity of care when circumstances prevent in-person services.
D. The site administrator or designee where MCBH services will be provided shall identify and reserve space for services scheduled to be delivered at the school site that: 1. Affords the student and MCBH Therapist a private and confidential environment; 2. Contains appropriate chairs and work surfaces; 3. Provides electricity and adequate lighting and at a reasonable temperature; 4. Meets health and safety requirements; 5. Allow access to emergency support if needed; and 6. Is of sufficient size to accommodate small groups where needed.	D. N/A

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Communication Hierarchy and Interagency Agreement Dispute Resolution	
It is the intention of the SELPA, LEAs, and MCBH to maintain effective and open communication and to resolve any dispute arising from this Interagency Agreement at the lowest possible administrative level. Whenever a dispute arises between the parties to this Agreement, the dispute procedures shall not interfere with a student's right to receive FAPE.	
SELPA/LEAs	MCBH
A. Appropriate staff members from LEAs operating TIP classes shall participate in quarterly meetings with MCBH staff and attend quarterly meetings with appropriate staff members from other LEAs that have a substantial number of students receiving Mental Health Services. Multiple small school districts may be included in the same quarterly meetings.	A. Appropriate staff members from MCBH shall participate in quarterly meetings with staff members from LEAs operating TIP classes and attend quarterly meetings with staff members from other LEAs that have a substantial number of students receiving Mental Health Services. Multiple small school districts may be included in the same quarterly meetings.
B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.	B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.
C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH Therapist , the following communication hierarchy shall be followed: 1. The involved LEA personnel shall discuss the concern directly with the involved MCBH therapist. 2. If unresolved, the LEA personnel designated Special Education administrator shall discuss the concern with the MCBH Therapist Unit Supervisor.	C. If an issue develops that has not yet risen to the level of a dispute between the LEA personnel and the MCBH Therapist, the following communication hierarchy shall be followed: 1. The involved MCBH Therapist shall discuss the concern directly with the involved LEA personnel 2. If unresolved, the MCBH Therapist's Unit Supervisor shall discuss the concern with the LEA personnel's designated Special Education administrator.
D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: 1. The LEA Special Education administrator shall, in a timely manner, contact the MCBH Services Manager to communicate and seek resolution to any dispute arising from	D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: 1. The MCBH Behavioral Health Services Manager shall, in a timely manner, contact the appropriate LEA Special Education administrator to communicate and seek resolution to

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the Interagency Agreement. 2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and Deputy Director of the MCBH Child and Adolescent System of Care. 3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue. 4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution.	any dispute arising from the Interagency Agreement. 2. If unresolved, the dissatisfied party shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care. 3. The SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall meet within thirty (30) calendar days to further attempt resolution of the issue. 4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of the MCBH Child and Adolescent System of Care shall collaboratively select a neutral mediator to support negotiation of a resolution. 5. All concerns have the School District Special Education Director or designee will remain involved through problem resolution process.
E. If the dispute involves an alleged failure to provide Mental Health Services and a LEA has been providing those services prior to the dispute, the LEA shall continue to provide the services until the dispute resolution proceedings are complete.	E. If the dispute involves an alleged failure to provide Mental Health Services and MCBH has been providing those services prior to the dispute, MCBH shall continue to provide the services until the dispute resolution proceedings are complete.
F. If the dispute involves an alleged failure to provide Mental Health Services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.	F. N/A
G. Arrangements other than those specified in items B and C above may be made by	G. Arrangements other than those specified in items B and C above may be made by

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written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.	written agreement between the parties to this Agreement, provided that the student's IEP is not altered, except as to which agency will provide the service specified in the IEP.
H. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.	H. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.

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Training and Technical Assistance	
It is the intent of the SELPA, LEAs, and MCBH to provide on-going technical assistance to each agency respective to provision of special education and related services in the area of social/emotional/behavioral needs.	
SELPA/LEAs	MCBH
A. The SELPA shall designate the personnel responsible for coordinating training opportunities with MCBH.	A. MCBH shall designate personnel responsible for coordinating training opportunities with public schools within the SELPA.
B. The designated SELPA personnel shall notify the designated MCBH personnel of training opportunities appropriate for special education and due process.	B. The designated MCBH personnel shall notify the designated SELPA personnel of training opportunities appropriate for special education and due process.
C. Shall participate with designated MCBH staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA/LEA and MCBH staff on the procedures outlined in this Agreement.	C. Shall participate with designated SELPA/LEA staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA, LEA, and MCBH staff on the procedures outlined in this Agreement.
D. Appropriate SELPA/LEA personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.	D. Appropriate MCBH personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.

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Terms of Agreement

This Agreement will become effective upon the signature of the authorized representative of both parties. The Agreement shall remain in effect for one (1) year. This provision does not preclude the parties from revising the Interagency Agreement at any time they determine a revision is necessary. Any revision to the Agreement will be made in writing and with the agreement of both parties.

COUNTY OF MONTEREY:

By: _____
Elsa M. Jimenez
Director of Health Services

Date: _____

MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:

DocuSigned by:
By: Kenyon Hopkins
7DA722511E454B8...
Kenyon Hopkins
Executive Director

Date: 5/4/2026 | 3:46 PM PDT

APPROVED AS TO LEGAL FORM:

Signed by:
By: Kevin Serrano
CF464EA4829E4B5...
Office of County Counsel

Date: 5/8/2026 | 5:59 PM PDT

DocuSigned by:
By: Melissa Alderman
5FDBC50EFC4045B...
Executive Committee Chair

Date: 5/4/2026 | 3:49 PM PDT

Signed by:
By: Colleen Stanley
A6B4F6C26DB2470...
Colleen Stanley Ed.D. Chief Business Official

Date: 5/6/2026 | 8:42 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
By: Patricia Ruiz
E78EF04E57454F0...
Auditor/Controller's Office

Date: 5/11/2026 | 7:21 AM PDT

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Appendix A – Referral Form

Monterey County Special Education Local Plan Area

Referral for Monterey County Behavioral Health Services, Page 1 of 1

Date: _____

STUDENT INFORMATION

Student: _____ Date of Birth:_____ Age:_____

☐ Parent phone confirmed as working ☐ Address confirmed as current SSID #: _____ School: _____

REASON FOR REFERRAL

Briefly describe behaviors that clearly explain the areas of concern/impairment in social emotional functioning:

Briefly describe less restrictive intervention(s) that have been attempted and student response to those intervention(s):

What are the desired outcomes of this referral and are there any known barriers to care?

☐ Student is not yet eligible and the MCBH assessment will be concurrent with the initial assessment
☐ Student is currently enrolled in a Therapeutic Intervention Program (TIP)*
☐ Student is currently receiving MCBH services through the General Education Program*

* An IEP meeting notice should indicate a meeting date within 30 days

ATTACHED DOCUMENTS

The following documents are attached in SIRAS:

☐ Notice of Referral for Reassessment and Proposed Action (NC 2B)*
☐ Assessment Plan (NC 3)*
☐ Notice of IEP Team Meeting (NC 6)
☐ Parent Consent to Release/Exchange Information (NC 9), as needed and required by law

* If this is a TIP referral and the student is currently receiving services for social/emotional needs through the MCBH, a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3) may not be required. If an assessment to determine social/emotional needs has not been recently conducted, a behavioral health assessment will be required.

LEA CONTACT INFORMATION

IEP Case Carrier : _____ Phone: _____
Email Address:_____

School Psychologist:_____ Phone: _____
Email Address:_____

SPED Administrator Signature (Documenting Review of Referral and Related Documents):_____

RE 7 (2/17)

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Appendix B – Relevant IEP Forms

Monterey County Special Education Local Plan Area

Request for Specialist Assistance

Date:_____

From:_____ Title:_____ Contact Information:_____
To:_____ Title:_____ Contact Information:_____

STUDENT INFORMATION

Student:_____ Date of Birth:_____ Age:_____
Teacher/Counselor:_____ Grade:_____ Room:_____
LEA of Residence:_____ LEA of Service:_____
School of Residence:_____ School of Attendance:_____
Home Language:_____ English Proficiency:_____ Language of Instruction:_____

TYPE OF SPECIALIST NEEDED ☐ District ☐ County Office/Other Regional Provider ☐ SELPA

☐ Occupational Therapist
☐ Physical Therapist
☐ Speech/Language Specialist
☐ Adapted Physical Education Specialist
☐ Orthopedically Impaired Specialist
☐ Deaf/Hard of Hearing Specialist
☐ Visually Impaired Specialist
☐ Behavior Specialist/BICM
☐ Autism Specialist
☐ Program Specialist
☐ Other:_____
☐ Other:_____

PURPOSE OF REQUEST/PARENT CONTACT

☐ Consultation Regarding Curriculum/Instruction ☐ Staff/Parent Training ☐ Program Development ☐ Other

Detailed Description of Request:

Date Parent/Guardian Contacted (for student specific consultation):_____ Method:_____
Contact Made By:_____ Title:_____

ADMINISTRATIVE REVIEW AND ASSIGNMENT OF SPECIALIST

Will agency other than LEA of residence provide the requested specialist? ☐ Yes (administrative review is required) ☐ No (administrative review is optional)

Date Reviewed by Special Education Administrator from LEA of Residence:_____
Name:_____ Signature:_____
Comment:_____

Date Reviewed by Special Education Administrator from Agency Providing the Assessment (if different):_____
Name:_____ Signature:_____
Comment:_____

Date Received by Providing Agency:_____ Assigned Specialist:_____
Office Phone:_____ Alternate Phone:_____
Site:_____ Email Address:_____

SPECIALIST ACTION (to be completed by specialist)

Date Requested Activity Completed:_____

Outcome/Recommendations/Comments:

Signature of Specialist:_____ Date:_____

RE 3A (9/11)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Request for Specialist Assessment

Date:_____

From:_____ Title:_____ Contact Information:_____
To:_____ Title:_____ Contact Information:_____

STUDENT INFORMATION

Student: _____ Date of Birth:_____ Age:_____
Teacher/Counselor:_____ Grade:_____ Room:_____
LEA of Residence:_____ LEA of Service:_____
School of Residence:_____ School of Attendance:_____
Home Language:_____ English Proficiency:_____ Language of Instruction:_____
Parent/Guardian:_____ Phone:_____
Address:_____ City:_____ State:_____ Zip Code:_____

TYPE OF SPECIALIST NEEDED FOR ASSESSMENT ☐ District ☐ County Office/Other Regional Provider

☐ Occupational Therapist
☐ Physical Therapist
☐ Speech/Language Specialist
☐ Adapted Physical Education Specialist
☐ Orthopedically Impaired Specialist
☐ Deaf/Hard of Hearing Specialist
☐ Visually Impaired Specialist
☐ Behavior Specialist/BICM
☐ Autism Specialist
☐ Program Specialist
☐ Other:_____
☐ Other:_____

PURPOSE OF REQUEST/PARENT CONTACT

☐ Part of Initial Assessment ☐ Part of Reassessment ☐ Additional Assessment

Specific Reason for Request:

Date Parent/Guardian Contacted:_____ Method: ☐ Meeting ☐ Phone Call ☐ Written
Contact Made By:_____ Title:_____

ADMINISTRATIVE REVIEW AND ASSIGNMENT OF SPECIALIST

Will agency other than LEA of residence provide the requested assessment? ☐ Yes (administrative review is required) ☐ No (administrative review is optional)

Date Reviewed by Special Education Administrator from LEA of Residence:_____
Name:_____ Signature:_____
Comment:_____

Date Reviewed by Special Education Administrator from Agency Providing the Assessment (if different):_____
Name:_____ Signature:_____
Comment:_____

Date Received by Providing Agency:_____ Assigned Specialist:_____
Office Phone:_____ Alternate Phone:_____
Site:_____ Email Address:_____

SPECIALIST ACTION (to be completed by specialist)

☐ Provided parent with completed *Notice of Referral and Proposed Action* (NC 2) and *Assessment Plan* (NC3)
☐ Provided parent with completed *Notice of Referral and Proposed Action* (NC 2) and *Explanation of Denied Request for Assessment* (NC 4)
☐ Participated in team assessment

Comments:_____
Signature of Specialist:_____ Date:_____

RE 3B (9/11)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of Referral for Special Education and Proposed Action

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

Your child has been referred for an assessment to determine initial eligibility for special education and current educational needs.

To decide upon the appropriate action, the following procedures were used:

☐ Review of student records (specify):

☐ Review of assessments and/or assessment reports (specify):

☐ Observation of your child's progress in his or her current placement
☐ Teacher/Specialist input about your child's educational needs
☐ Parent input
☐ Other:_____

Based upon the information gathered as indicated above, the following action is proposed:

☐ Conduct the requested assessment (*Assessment Plan* attached)
☐ Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

PARENT RESPONSE

Please check one of the following boxes:

☐ I agree with the proposed action.
☐ I do not agree with the proposed action and request reconsideration.

Signature of Parent/Adult Student: Date:

Return To: Title:

Location: Phone:

☐ A copy of the *Notice of Procedural Safeguards* is enclosed.

NC 2A (8/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of Referral for Reassessment and Proposed Action

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

Your child has been referred for an assessment to determine:

- ☐ Current educational needs/possible need for revision of the IEP
- ☐ Continuing eligibility for special education and current educational needs

To decide upon the appropriate action, the following procedures were used:

- ☐ Review of student records (specify):

- ☐ Review of assessments and/or assessment reports (specify):

- ☐ Observation of your child's progress in his or her current placement
- ☐ Teacher/Specialist input about your child's educational needs
- ☐ Parent input
- ☐ Other:

Proposed Action (Select one action from A or B, below):

A. Additional Assessment to Determine Current Educational Needs

- ☐ Conduct the requested assessment (*Assessment Plan* attached)
- ☐ Deny the request for assessment (*Explanation of Denied Request for Assessment* attached)

B. Assessment to Determine Continuing Eligibility and Current Educational Needs

- ☐ Conduct assessment to gather further data to determine continuing eligibility and/or current educational needs (*Assessment Plan* attached)
- ☐ Use existing assessment data to determine continuing eligibility and/or current educational needs (you have the right, however, to request additional assessment in the *Parent Response* section below).

PARENT RESPONSE

Please check **one** of the following three boxes:

- ☐ I agree with the proposed action.
- ☐ I do not agree with the proposed action as identified in item A, and request reconsideration.
- ☐ I do not agree with the proposed action as identified in item B, and request additional assessment data.

Signature of Parent/Adult Student:_____ Date:_____

Return To: Title:

Location: Phone:

- ☐ A copy of the *Notice of Procedural Safeguards* is enclosed.

NC 2B (8/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

Notice of IEP Team Meeting

Student:_____ Date of Birth:_____ Date:_____

PARENT NOTICE

An Individualized Education Program (IEP) team meeting has been scheduled for your child. You are requested, as a participating member of this team, to attend the meeting. Your participation is important in the development of an appropriate educational program for your child. Your child is invited to attend all or part of the meeting if it is appropriate and we strongly encourage your child's attendance if transition planning and services will be discussed. If your child is 18 years of age or older, he/she is required to participate. You may bring someone with you or you may designate another person to be your representative if you are unable to attend. The meeting is scheduled for:

Date_____ Time_____ Place_____

At the meeting, the following areas will be discussed:

- ☐ Assessment Results
- ☐ Eligibility for special education
- ☐ Development or revision of the IEP
- ☐ Review of student progress
- ☐ Transition Planning and Services*
- ☐ Behavioral Emergency
- ☐ Possible change in placement due to:
  - ☐ Need for less restrictive placement
  - ☐ Need for more restrictive placement
  - ☐ Possible disciplinary action
  - ☐ Other:
- ☐ Other:_____

* With parent consent, appropriate agency representatives will be invited to attend

We anticipate that the following IEP team members will be in attendance:

Title	Name	Title	Name
LEA Representative			
General Education Teacher			

PARENT RESPONSE

- ☐ I have received a copy of the *Notice of Procedural Safeguards*.
- ☐ I plan to attend the meeting.
- ☐ I do not plan to attend the meeting, but am available by teleconference.
- ☐ I request a different time/and or place; please contact me at:
- ☐ I request an interpreter in my primary language or other mode of communication:_____
- ☐ I do not plan to attend the meeting but give consent for the meeting to be held without me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- ☐ I do not plan to attend the meeting but will send _____ to represent me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- ☐ If transition planning and services will be discussed, I consent to appropriate agency representatives being invited.

Signature of Parent/Adult Student:_____ Date:_____

Return To:_____ Title:_____

Location: Phone:

NC 6A (9/13)

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Monterey County Special Education Local Plan Area

IEP – Meeting Participation

Student:_____ Date of Birth:_____ Date:_____

Meeting Purpose:_____ Continuation Meeting:

IEP TEAM MEETING PARTICIPANTS

The following people participated in the IEP team meeting:

Signature	Position	Date
	Parent/Guardian/Adult Student **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	Parent/Guardian/Adult Student **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	LEA Representative **Participation via** ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
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	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	
	Participation via ☐ Telephone ☐ Video Conference ☐ In Person	

IEP 9A (7/20)

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Monterey County Special Education Local Plan Area

Parent Consent to Release/Exchange Information

Date: _____

To the parents of: _____ Date of Birth: _____

This consent authorizes information relevant to your child's education to go to, from and between the representatives of the (public school agency) and representatives of the agency and/or the individual listed below. This information will be used to assist in assessing your child's educational/health needs related to the development of an appropriate educational program.

Agency or Individual: _____

Address:

Phone: _____ Contact (if agency): _____

The following information may be exchanged:

- ☐ Assessments conducted by district or county office of education teachers/specialists
- ☐ Individualized education program (IEP) and related documents/information
- ☐ Observations of student by district or county office of education teachers/specialists
- ☐ Educational records (e.g., grades, attendance, discipline)
- ☐ School health and developmental records (e.g., immunizations, school health care plans)
- ☐ Medical records (specify below) from _____ to _____

- ☐ Hearing and/or vision reports
- ☐ Assessments from other agencies (e.g., Department of Mental Health, private psychological and educational assessments)
- ☐ Other:

This authorization shall become effective immediately and shall remain in effect for three (3) years from the date of parent consent unless revoked by the parent prior to expiration of the three-year period. Requested records will become a part of the student's confidential special education and/or cumulative file. Access to these files is provided only to those individuals or agencies required or permitted by law or when provided with written parental consent.

PARENT CONSENT

I consent to the exchange of information between the agency or individual listed above and the identified public education agency. I understand that I may cancel all or any part of this consent by written notification at any time.

Signature of Parent/ Adult Student: _____ Date: _____

SEND REPORTS TO

Agency: Department:

Address: _____ City: _____ State: _____ Zip Code: _____

Attention: _____ Fax: _____ Phone: _____

NC 9 (9/13)

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Monterey County Special Education Local Plan Area

IEP – Demographic Data

Date:_____

STUDENT INFORMATION

Student: Date of Birth: Age:

Grade: SSID Number: Student Identification Number: Gender:

Migrant Program Eligibility: ☐ Yes ☐ No English Proficiency: ☐ EO ☐ EL ☐ IFEP ☐ RFEP

Home Language:_____ Hispanic/Latino: ☐ Yes ☐ No ☐ Decline to State

Race 1: _____ Race 2:_____ Race 3:_____

LEA of Residence: LEA of Service:

School of Residence*: School of Attendance*:

*If Different, Give Reason:_____ School Type:_____

Setting (ages 3-5):_____ Setting (ages 6-22):_____

Residence: Specify Residence Name (if applicable):

Parent/Guardian: Email Address:

Street Address/P.O. Box: City: Zip:

Home Phone:_____ Work Phone:_____ Cell Phone:_____

Parent/Guardian:_____ Email Address:_____

Street Address/P.O. Box: City: Zip:

Home Phone: Work Phone: Cell Phone:

Other Contact:_____ Email Address:_____

Street Address/P.O. Box: City: Zip:

Main Phone: Alternate Phone: Cell Phone:

Educational Rights: ☐ Parent/Guardian ☐ Educational Representative ☐ Surrogate Parent ☐ Adult Student

Ed. Rep./Surrogate (if applicable): Email Address:

Street Address/P.O. Box:_____ City:_____ Zip:_____

Main Phone: Alternate Phone: Cell Phone:

MEETING/CASE MANAGER INFORMATION

Meeting Type: ☐ Initial ☐ Annual ☐ Reassessment ☐ Other:_____

Initial Referral Date:_____ Referred By:_____

Date of Parent Consent for Initial Assessment: Initial Assessment IEP Date:

Initial Special Education Entry Date:_____ Current Complete IEP Date:_____

Most Recent Assessment IEP Date: Next Assessment Due:

Supplemental IEP Review (if prior to annual) Due:_____ Next Annual IEP Review Due:_____

Case Manager:_____ Position:_____

Phone: Cell Phone: Email:

SPECIAL FACTORS (check the appropriate box for each item)

Yes	No	
☐	☐	This is an initial placement and student received coordinated general education early intervening services using Federal IDEA funds in one or both of the preceding two years.
☐	☐	Student exhibits behavior that requires a behavior intervention plan.
☐	☐	Student is transitioning from special class or NPS to general education class on public campus.
☐	☐	Student is transitioning from preschool to elementary school and may require a less intensive program.
☐	☐	Student is being considered for possible change in placement due to disciplinary action (more than 10 days of suspension or possible expulsion).
☐	☐	Student has been identified as at risk for grade retention and final recommendation is being considered.

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Monterey County Special Education Local Plan Area

IEP – Eligibility

Student: Date of Birth: Date:

ELIGIBILITY

☐ Student is eligible for special education and related services in the area(s) identified below.

Primary Disability:_____ Secondary Disability:_____

☐ Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).

☐ Student is not eligible for special education and related services (explain on *IEP Notes/Additional Information* page).

☐ Student will be exiting special education and related services effective:_____
This exit is due to:

EFFECT OF DISABILITY AND AREAS OF NEED (complete for eligible students only)

This student's disability causes difficulty developing skills in the areas checked below which might affect his or her ability to participate and progress in the general curriculum or (for preschoolers) participate in appropriate activities:

☐ Reading – Decoding / Fluency	☐ Receptive Language	☐ Recreation/Leisure
☐ Reading – Comprehension	☐ Expressive Language	☐ Self-Care
☐ Math – Calculation	☐ Articulation/Voice/Fluency	☐ Mobility
☐ Math – Applications	☐ Study/Organization Skills	☐ Other:_____
☐ Written Language	☐ Social/Behavioral/Emotional Skills	☐ Other:_____
☐ Readiness – English Language Arts	☐ Attention	☐ Other:
☐ Readiness – Math	☐ Vocational Skills	☐ Other:_____

STUDENT STRENGTHS, PREFERENCES, AND INTERESTS

PARENT CONCERNS RELEVANT TO EDUCATIONAL PROGRESS

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Monterey County Special Education Local Plan Area

IEP – Present Levels and Goals

Student: Date of Birth: Date:

PRESENT LEVELS OF ACADEMIC ACHIEVEMENT & FUNCTIONAL PERFORMANCE /ANNUAL GOALS

Area 1:_____ Skill (Optional)_____

Present Level:

Annual Goal:
Baseline:
Curriculum Standard: / **Implemented by:**

- ☐ Goal is related to enabling the student to participate in general education curriculum.
- ☐ Goal is related to meeting other educational needs resulting from the student's disability.
- ☐ Goal supports the student's post-secondary goals/expectations.
- ☐ Goal supports one or more ELD standards as identified under "Curriculum Standard".

Area 2: Skill (Optional)

Present Level:

Annual Goal:
Baseline:
Curriculum Standard: / **Implemented by:**

- ☐ Goal is related to enabling the student to participate in general education curriculum.
- ☐ Goal is related to meeting other educational needs resulting from the student's disability.
- ☐ Goal supports the student's post-secondary goals/expectations.
- ☐ Goal supports one or more ELD standards as identified under "Curriculum Standard".

PROGRESS REPORT METHOD AND FREQUENCY

Report Provided: ☐ With Grade Reports ☐ At Conferences ☐ Other:_____ Frequency:_____

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Monterey County Special Education Local Plan Area

IEP – Special Education and Related Services

Student:_____ Date of Birth:_____ Date:_____

SPECIAL EDUCATION AND RELATED SERVICE OPTIONS CONSIDERED

The following service options were reviewed in selecting the least restrictive environment and consideration was given to the benefits and potential harmful effects on the student and the quality of services that the student needs:

- ☐ General Education Class
- ☐ Resource Specialist/Learning Center Support
- ☐ District Special Education Class
- ☐ Regional Special Education Class
- ☐ State School
- ☐ Home and Hospital
- ☐ Nonpublic School
- ☐ Related Services
- ☐ Other:_____
- ☐ Other:_____

SPECIAL EDUCATION AND RELATED SERVICES OFFERED

Primary Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	
Service:	Provider:	Responsible Staff:	Location:		x
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:	

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Monterey County Special Education Local Plan Area

IEP – Supplementary Aids, Services, Extended School Year

Student:_____ Date of Birth:_____ Date:_____

SUPPORTS FOR SCHOOL PERSONNEL

Supports for school personnel are required for this student. ☐ No ☐ Yes (specify below)

Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:

TRANSPORTATION

Special Education Transportation: ☐ No ☐ Yes (Check Reason Below)

☐ Required in order to access appropriate program ☐ Severe or orthopedic disability

☐ Other:_____

Provided By:_____ Responsible Agency:_____

PHYSICAL EDUCATION

Physical Education: ☐ Regular ☐ Modified ☐ Adapted (list on IEP 7) ☐ Requirement met or legally waived by LEA

EXTENDED SCHOOL YEAR (ESY)

Without ESY, would the nature and/or severity of this student's disability (or interfering behaviors):

☐ Yes ☐ No Prohibit benefit from his or her educational program during the subsequent year?

☐ Yes ☐ No Cause regression in critical skills and/or difficulty in recovering those skills within a reasonable period of time?

☐ Yes ☐ No Based upon the above information, ESY services are required (if *yes*, complete remainder of page).

Primary Service for ESY:	Provider:	Responsible Staff:	Primary Location:
Delivery Model:	Frequency:	Duration: total minutes	Dates: LEAs ESY calendar unless otherwise stated below

Specify any ESY service (other than the primary service) that will differ from what is outlined in the IEP for the regular academic year, (e.g., related services, frequency/duration of related services, time in general education, transportation, type of physical education, any other aid or support) **and/or** ESY dates that differ from the approved LEA ESY calendar:

IEP 8 (8/13)

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Monterey County Special Education Local Plan Area

IEP – Consent for Placement

Student:_____ Date of Birth:_____ Date:_____

PARENT ACKNOWLEDGEMENTS AND REQUESTS

Check **all** of the following boxes **that apply:**

1. ☐ I have received a copy the *Notice of Procedural Safeguards*.
2. ☐ I attended and participated in the IEP team meeting.
3. ☐ I received notice of the IEP team meeting but did not attend.

   If parent did not attend, specify the methods and dates of contact to encourage the parent to attend.

   a. Method/Date:_____ c. Method/Date:_____
   b. Method/Date:_____ d. Method/Date:_____
4. ☐ I request a copy of this IEP in my primary language/other mode of communication:_____
5. ☐ I have received a copy of the assessment report(s) reviewed in developing this IEP.
6. ☐ Yes ☐ No The school district facilitated parent involvement as a means of improving services & results for my child.

PARENT CONSENTS

Check **one** of the following two boxes:

1. ☐ I agree with the determination of my child's ☐ eligibility or ☐ ineligibility for special education.
2. ☐ I do not agree with the determination of my child's ☐ eligibility or ☐ ineligibility for special education.

If your child is eligible for special education, check **one** of the following three boxes:

1. ☐ I understand and consent to the contents of this IEP.
2. ☐ I understand and consent to the contents of this IEP except for:

   _____

   _____
3. ☐ I do not consent to the contents of this IEP.

If your child is eligible for special education, check the box below, if applicable

☐ I have received a copy of "Consent to Bill Medi-Cal and Release Information".

I understand that services will not be made-up when my child is absent or when a normally scheduled session falls on a non-student day unless otherwise agreed upon and that services will not be provided during school holidays and breaks except for those provided during extended school year.

Signature of Parent/Adult Student:_____ Date:_____

Signature of Parent/Adult Student:_____ Date:_____

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Monterey County Special Education Local Plan Area

IEP – Notes/Additional Information

Student: **Date of Birth:** **Date:**

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Appendix C – Youth Screening Tool for Medi-Cal Mental Health Services

State of California – Health and Human Services Agency Department of Health Care Services

Youth Screening Tool for Medi-Cal Mental Health Services

The Youth Screening Tool for Medi-Cal Mental Health Services is required for use when an individual under age 21, or a person on behalf of an individual under age 21, who is not currently receiving mental health services, contacts their Medi-Cal Managed Care Plan (MCP) or county Mental Health Plan (MHP) to seek mental health services. This tool determines whether an individual should be referred to the MCP delivery system or to the MHP delivery system for a clinical assessment and ensures that individuals have timely access to the appropriate mental health delivery system. The Youth Screening Tool for Medi-Cal Mental Health Services is not required to be used when individuals contact mental health providers directly to seek mental health services.[1]

Instructions:

1. There are two versions of the Youth Screening Tool for Medi-Cal Mental Health Services:
   - One version of the tool is used when a youth is responding on their own behalf: ***Youth Screening Tool for Medi-Cal Mental Health Services: Youth Respondent.***
   - One version of the tool is used when a person is responding on behalf of the youth: ***Youth Screening Tool for Medi-Cal Mental Health Services: Respondent on Behalf of Youth.***
2. The answer to screening question 2 determines which version of the tool is used.
3. Each scored question is a "Yes" or "No" question. Not every question is scored.
4. Each scored question has a defined number of points for the selected answer. The number of points for each question cannot be more or less than what is on the scoresheet.
5. Select/mark the number in the "Yes" or "No" column based on the response provided.
6. If the youth, or the person responding on their behalf, is unable or chooses not to answer a question, skip the question and score it as "0."

[1] As described in APL 22-028 and BHIN 22-065, MCPs and MHPs must allow contracted mental health providers who are contacted directly by individuals seeking mental health services to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy described in BHIN 22-011.

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7. If a response to question 5 indicates that a child who is age 3 or younger has not seen a pediatrician in the last 6 months, or that a child/youth age 4 or older has not seen a pediatrician or primary care physician (PCP) in the last year, the screener must offer to connect them to their MCP for a pediatrician/PCP visit in addition to the mental health delivery system referral generated by the screening score.[2]
8. If the youth, or the person responding on their behalf, responds "Yes" to question 6, 7, or 9, they meet criteria for specialty mental health services per BHIN 21-073. In these cases, the screening is not required, and the screener must offer and coordinate a referral for clinical assessment by the MHP. Referral coordination must include follow up to ensure an assessment has been made available to the individual. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.
9. If the youth, or the person responding on their behalf, responds "Yes" to question 19, 20, or 21, the screener must immediately offer and coordinate a referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. Referral coordination should include sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services. The referral and subsequent clinical evaluation may or may not impact the mental health delivery system referral generated by the screening score.
10. A response of "Yes" to question 17 does not impact the screening score. If the youth, or the person responding on their behalf, responds "Yes" to question 17, the screener must offer and coordinate a referral to the county behavioral health plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score. The individual may decline this referral without impact to the mental health delivery system referral.
11. Once responses to all questions have been documented, the selected/marked numbers in the "Yes" column should be added together and that total number should be entered in the "Total Score" box.
    a. Individuals with a total score of 0 – 5 must be referred to the MCP for a clinical assessment.
    b. Individuals with a total score of 6 and above must be referred to the MHP for a clinical assessment.
12. Once a score has been generated, a referral must be coordinated.
    a. If the individual's score requires referral within the same delivery system, a timely clinical assessment must be offered and provided.
    b. If the individual's score requires referral to the other mental health delivery system (i.e., MCP to MHP or MHP to MCP), the referral must be coordinated with the other delivery system, including sharing the completed Youth Screening Tool for Medi-Cal Mental Health Services and following up to ensure a timely clinical assessment has been made available to the individual.

---

[2] Bright Futures well-child visit guidelines indicate a child age 4 and older should be seen by a pediatrician annually, and a child age 3 and under should be seen by a pediatrician every 1, 3, or 6 months depending on their age.

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Youth Screening Tool for Medi-Cal Mental Health Services

Youth Respondent

Name:	Date of Birth:
Age: *NOTE: If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."*	
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? *NOTE: If yes, do not finish the screening and handle according to existing emergency or crisis protocols.*	☐ Yes ☐ No
2. Are you calling about yourself or about someone else? ☐ Self ☐ Someone else • If calling about someone else, who are you calling about and what is your relationship to them? *NOTE: If someone else, please switch to the "Respondent on Behalf of Youth" version of the tool.*	
3. Can you tell me the reason you are seeking mental health services today?	
4. Are you currently receiving mental health treatment? • If yes, where are you receiving those services? *NOTE: If the individual is currently receiving mental health services from their MCP or MHP, do not finish the screening. Instead, connect them with their current provider for further assessment.*	☐ Yes ☐ No
5. When was the last time you saw your pediatrician or primary care doctor? *NOTE: If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.*	

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Question	Yes	No
6. Are you currently or have you ever been in juvenile hall, on probation, or under court supervision?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
7. Are you currently in foster care or involved in the child welfare system?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
8. Have you ever been in foster care or involved in the child welfare system?	☐ 1	☐ 0
9. Are you currently without housing or a safe place to sleep?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
10. Have you ever been without housing or a safe place to sleep?	☐ 1	☐ 0
11. Are you having thoughts, feelings or behaviors that make it hard for you at home, school, or work?	☐ 1	☐ 0
12. Are you having thoughts, feelings, or behaviors that make it hard to be with your friends or have fun?	☐ 1	☐ 0
13. Are you often absent from school, work, or activities due to not feeling well?	☐ 1	☐ 0
14. Is the person who takes care of you often not around or unable to take care of you?	☐ 1	☐ 0
15. Do you feel unsupported or unsafe?	☐ 1	☐ 0
16. Is anyone hurting you?	☐ 1	☐ 0
17. Are you having trouble with drugs or alcohol?[2] *NOTE: If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.*	☐ —	☐ —

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Question	Yes	No
18. Is anyone in your family or who lives with you having trouble with drugs or alcohol?	☐ 1	☐ 0
19. Do you hurt yourself on purpose?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
20. In the past month, have you had thoughts about ending your life, wished you were dead, or wished you could go to sleep and never wake up?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
21. Do you have plans to hurt others?[3] *NOTE: If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.*	☐ 2	☐ 0
22. Has someone outside of your family told you that you need help with anxiety, depression, or your behaviors?	☐ 2	☐ 0
23. Have you been seen in the hospital to get help for a mental health condition within the last six months?	☐ 2	☐ 0

Total Score: 0

If score is 0 – 5, refer to the MCP per instruction #11

If score is 6 or above, refer to the MHP per instruction #11

1 Questions 6, 7, and 9 are not scored. A response of "Yes" results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.

2 Question 17 is not scored. A response of "Yes" results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.

3 A response of "Yes" to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

Clear Form

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Youth Screening Tool for Medi-Cal Mental Health Services

Respondent on Behalf of Youth

Name:	Date of Birth:
Age:	***NOTE:*** *If age 21 or older, switch to the "Adult Screening Tool for Medi-Cal Mental Health Services."*
Medi-Cal Number (CIN):	
1. Is this an emergency or crisis situation? ***NOTE:*** *If yes, do not finish the screening and handle according to existing emergency or crisis protocols.*	☐ Yes ☐ No
2. Are you calling about yourself or about someone else? ☐ Self ☐ Someone else • If calling about someone else, who are you calling about and what is your relationship to them? ***NOTE:*** *If calling about themself, switch to the "Youth Respondent" version of the tool.*	
3. Can you tell me the reason you are seeking mental health services for the child/youth today?	
4. Is the child/youth currently receiving mental health treatment? • If yes, where are they receiving those services? ***NOTE:*** *If the individual is currently receiving mental health services from their MCP or MHP or MCP do not finish the screening. Instead, connect them with their current provider for further assessment.*	☐ Yes ☐ No
5. When was the last time the child/youth saw their pediatrician or primary care provider? ***NOTE:*** *If the child/youth is age 3 or younger and has not seen a pediatrician in over 6 months or age 4 and older and has not seen a pediatrician or primary care physician (PCP) in over a year, continue the screening and connect them to their MCP for a pediatrician/PCP visit.*	

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Question	Yes	No
6. Is the child/youth currently or have they ever been in juvenile hall, on probation, or under court supervision?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
7. Is the child/youth currently in foster care or involved in the child welfare system?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
8. Has the child/youth ever been in foster care or involved in the child welfare system?	☐ 1	☐ 0
9. Is the child/youth currently without housing or a safe place to sleep?[1] *NOTE: If yes, stop the screening and refer to the MHP for clinical assessment.*	☐ —	☐ —
10. Has the child/youth ever been without housing or a safe place to sleep?	☐ 1	☐ 0
11. Is the child/youth having thoughts, feelings or behaviors that make it hard for them at home, school, or work?	☐ 1	☐ 0
12. Is the child/youth having thoughts, feelings, or behaviors that make it hard to be with their friends or have fun?	☐ 1	☐ 0
13. Is the child/youth often absent from school, work, or activities due to not feeling well?	☐ 1	☐ 0
14. Is the primary caretaker for the child/youth often not around or unable to take care of the child/youth?	☐ 1	☐ 0
15. Does the child/youth feel unsupported or unsafe?	☐ 1	☐ 0
16. Is anyone hurting the child/youth?	☐ 1	☐ 0

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Question	Yes	No
17. Is the child/youth having trouble with drugs or alcohol?[2] ***NOTE:*** *If yes, continue the screening and coordinate referral to the county behavioral health plan for substance use disorder assessment after the screening is completed.*	☐ —	☐ —
18. Is anyone in the child/youth's family or who lives with them having trouble with drugs or alcohol?	☐ 1	☐ 0
19. Does the child/youth self-harm or behave in a manner that may cause harm to themselves?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
20. In the past month, has the child/youth had thoughts about ending their life, wished they were dead, or wished they could go to sleep and never wake up?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of suicidality after the screening is completed.*	☐ 2	☐ 0
21. Does the child/youth have plans to hurt others?[3] ***NOTE:*** *If yes, continue the screening and immediately coordinate referral to a clinician for further evaluation of homicidality after the screening is completed.*	☐ 2	☐ 0
22. Has someone outside of the child/youth's family said that the child/youth needs help with anxiety, depression, or their behaviors?	☐ 2	☐ 0
23. Has the child/youth been seen in a hospital for a mental health condition within the last six months?	☐ 2	☐ 0
Total Score: 0 **If score is 0 – 5, refer to the MCP per instruction #11** **If score is 6 or above, refer to the MHP per instruction #11**		

Clear Form

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

1 Questions 6, 7, and 9 are not scored. A response of "Yes" results in a referral to the MHP for clinical assessment. Please reference BHIN 21-073 for additional detail on specialty mental health services criteria and definitions of key terminology.

2 Question 17 is not scored. A response of "Yes" results in a referral to the county plan for substance use disorder assessment in addition to the mental health delivery system referral generated by the screening score.

3 A response of "Yes" to questions 19, 20, and 21 results in immediate coordination of referral to a clinician for further evaluation of suicidality and/or homicidality after the screening is completed. The referral and subsequent evaluation may or may not impact the mental health delivery system referral generated by the screening score.

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Appendix D – RTC Packet

Residential Treatment Center (RTC)

□ Referral Packet □ Notice of Existing Placement

To initiate search for residential placement OR provide notice of existing placement- Please provide:	
□ **Completed RTC Form**	□ **Access to student record in SIRAS**
□ **Cover letter outlining circumstances, behaviors of concern and clinical need for RTC placement OR Outlining circumstances leading to placement and clinical need for the RTC placement. Include mental health diagnosis provided by mental health designee OR if not available, sufficient documentation to aid MCBH in determining mental health diagnosis**	□ **Student attendance record and transcript**
□ **A Parent Consent to Release and Exchange Information for MCBH** ***(MCBH must also obtain ROIs forRTCs)**	□ **Mental health assessment/ERMHS assessment**
□ **Current list of medications with dosages, if applicable**	□ **Crisis assessments and/or discharge summaries from recent psychiatric hospitalizations, if applicable**
□**Copies of incident report(s)from current or prior RTC placements, if applicable**	□ **Discharge summaries from prior RTC placement(s), if applicable**

Upload RTC Packet to student record in Siras and email to: 415Education@countyofmonterey.gov	Please indicate "RTC Packet" in Subject line of email and include SSID in body of email.

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

Residential Treatment Center (RTC) Form

Student Name: _____ Date: _____

SSID ID: _____ DOB: _____ Gender: _____

Ethnicity: _____ Primary Language: _____

Street Address: _____

City: _____ Zip Code: _____

Phone Number: _____ Alternate Number: _____

Parent/Legal Guardian: _____

Relationship to client: _____ Primary Language: _____

School of Attendance: _____ School District: _____

Others involved with client:

Parent/Legal Guardian_____ Phone_____
IEP Case Carrier _____ Phone _____
School Therapist_____ Phone _____
Other Provider_____ Phone _____
DSES Worker_____ Phone _____
Probation Officer _____ Phone _____

Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are causing them to require residential treatment.

_____
_____
_____
_____
_____
_____

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What services and interventions are currently being provided to address this behavior?

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Appendix E – Out-of-State Nonpublic School Placement Notice

Out-of-State Nonpublic School Placement Notice

In accordance with California *Education Code* 56365(f), within 15 days of an out-of-state placement decision, the placing Local Educational Agency is required to submit this completed form to the California Department of Education at the following address:

California Department of Education
Nonpublic Schools Unit
1430 N Street, Suite 2401
Sacramento, CA 95814
Phone: 916-327-0141
Fax: 916-327-0843
Email: NPS@cde.ca.gov

Placing Local Educational Agency (LEA) Information

Name of Placing LEA:					
Address:					
City:		**State:**		**ZIP:**	
LEA Contact Name:		**Phone:**			
LEA Contact Email:					
Signature:					

Student Information

Student's California Issued Statewide Student Identifier (SSID Number):	
Student's Date of Birth:	

Nonpublic School (NPS) Information

NPS Name:						
Address:						
City:			**State:**		**ZIP:**	
Is NPS CDE-Certified?	**Yes**		**No**			
NPS Contact Name:						
NPS Contact Telephone:						
NPS Contact Email:						
Date of Student Placement:						
Anticipated Date of Return to a California Placement:						

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Describe the special education and related services provided by the out-of-state program placement.

List and identify the costs of the special education and related services provided. Use additional sheets, if necessary.

Describe the efforts made by the placing agency to locate an appropriate public school, NPS, or a combination thereof, within the State of California. List all steps taken and all schools contacted. Use additional sheets, if necessary.

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Appendix F – HART Referral Packet

Home Alternative to Residential Treatment (HART)
Referral Packet

Please provide:	
□ **Completed HART Referral Form**	□ **Mental health assessment/ERMHS assessment**
□ **Release of Information to "Aspiranet"** □ **Release of Information to "JDT Consultants"** □ **Release of Information to MCBH** ***(MCBH must also obtain ROIs for HART Contract Providers)**	□ **IEP Documents:** **IEP 3** **IEP 7** **IEP 8**
Submit upload HART Referral Packet student record in Siras and email to:	415Education@countyofmonterey.gov Please indicate "HART Referral" in Subject line of email and include SSID in body of email.

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HART REFERRAL FORM

Student Name: _____ Date: _____

SSID ID: _____ DOB: _____ Gender: _____

Ethnicity: _____ Primary Language: _____

Street Address: _____

City: _____ Zip Code: _____

Phone Number: _____Alternate Number: _____

Parent/Caregiver: _____

Relationship to client: _____ Primary Language: _____

School of Attendance: _____ School District: _____

Others involved with client:
Parent/Legal Guardian_____ Phone_____
Educational Case Carrier _____ Phone _____
School Therapist_____ Phone _____
Other Provider_____ Phone _____
DSES Worker_____ Phone _____
Probation Officer _____ Phone _____

Please check all that apply:

□ Yes □ No Is it highly likely that without additional short-term support of ART services, one of the following will occur? (Please check all that apply).

□The student will need to be placed in residential treatment the student's behaviors or symptoms are jeopardizing current placement.

□The student is returning home from residential treatment and needs HART services support to transition to a lower level of care.

□ Yes □ No Does the student have specific target behavior(s) or social emotional issues impacting academic progress that puts him/her at risk for residential treatment or at risk of being unable to transition to a lower-level placement?

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Please describe **specific behaviors** this student is displaying or social emotional issues that are impacting academic progress that are putting them at risk of residential treatment.

_____
_____
_____
_____
_____
_____

What services and interventions are currently being provided to address behavior(s) of concern?

_____

# of hours of HART services per week approved by IEP team _____

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Appendix G – HART Brochure

HART

HART services are IEP driven, accompany individual mental health services, and can largely provided in the home, and also in school and community settings, to address your child's treatment goal focused on improving social and emotional development linked to severe mental health needs by teaching them and their parents/ caregivers prosocial replacement skills to use in response to challenging situations, feelings, or emotions.

The HART program utilizes a child-centered, strength-based approach that allows families to have a voice in treatment planning and is based on your child's identified areas of social emotional need.

The Monterey County Behavioral Health's HART program was created in partnership with the Monterey County SELPA to assist students who, due to complex and severe social and emotional challenges, have been identified by their IEP team as being at imminent risk of residential treatment.

County of Monterey
Behavioral Health

331 North Sanborn St. Salinas

Phone: (831)784-2150
Fax: (831) 831-772-8154

HART
Home Alternative to Residential Treatment

Monterey County Behavioral Health (MCBH)



Home is where the HART is...

Docusign Envelope ID: 47658A92-4F27-8798-8018-F2AE82B8BD86

What To Expect

* You will participate in IEP meeting to discuss addition of HART services
* Once the referral process is complete, the assigned HART Provider will contact you for an initial in-home visit to conduct an initial assessment.
* The HART provider's Clinician will assist you with outlining more specific treatment goals, barriers to success and develop a service plan then meet with you weekly address concerns.
* The HART provider will assign an Intervention Specialist to work with you and your child (2-3 times weekly for 6-10 hours on average) as previously agreed upon and outlined on IEP.

What to Expect cont.

* Coordination of Services (COS) meetings will be held in the home on a monthly basis to include you, your child, your child's mental health therapist, and the assigned HART Intervention Specialist to review your child's progress with services, effectiveness of the interventions, and make any changes to the treatment plan that are needed for your child to be successful.
* Your child's IEP team will meet with you as often as needed to adjust services and ensure that the level of services are sufficient to meet his or her social and emotional needs.
* Services will begin to fade out once your child has met his or her HART goal on the IEP and the IEP team agrees that the services are no longer needed.

In the event of an emergency, please call 911.

Community Crisis Line of Monterey County:

1-866-615-1060

Child and Adolescent Mobile Response Team (MRT) can be reached at 831-687-4379.

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos
Forward Together

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EXHIBIT B:
BILLING STRUCTURE AND PAYMENT RATES

I. SERVICES

All Mental Health Services offered by MCBH:

CALPADS	MCBH
Service: Individual Counseling Code: 510	**Service: Individual Therapy** Code: 342/272/345/772 SFC: 10-70
Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as social and emotional impairments impacting access to their academics, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.	
Service: Counseling and Guidance Code: 515	**Service: Group Therapy** Code: 352, 354, 356 SFC: 10-59
Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as social and emotional impairments impacting access to their academics, , social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Mindfulness, Dialectical Behavioral Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.	
Service: Assessment Code: N/A SFC: 10-59	**Service: Assessment** Code: 332/392
Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.	

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Service: Social Work Services	**Service: Case Management/Brokerage**
Code: 525	Code: 302/202/222/305/382
SFC: 01-59	
Service Description:	
Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, providing one-on-one therapeutic behavioral intervention and support; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.	

II. BILLING STRUCTURE / PAYMENT RATE

MCBH shall submit to SELPA a monthly invoice in accordance with the following billing structure and payment rate.

A. **Mental Health Services**

MCBH shall invoice to SELPA one-twelfth (1/12th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services, referenced in section I, rendered to students during the term of the MOU since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each monthly invoice will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide Mental Health Services up to each School District's Total Annual Amount. The Total Annual Amounts per district are estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes, or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **$3,788,612.00.**

School District	**Total Annual Amount**
Alisal Union School District	$428,963.00
Big Sur Union School District	$3,532.00
Gonzales Unified School District	$180,705.00
Greenfield Union School District	$162,279.00
King City Union School District	$163,422.00
Monterey County Office of Education (MCOE) Alternative Education	$64,060.00
Monterey County Office of Education (MCOE) Home Charter School	$42,069.00
Monterey County Office of Education (MCOE) TIP	$311,606.00

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Monterey Peninsula Unified School District	$345,867.00
North Monterey County Unified School District	$264,897.00
Salinas Union High School District	$1,145,792.00
Santa Rita Union Elementary	$165,171.00
Soledad Unified School District	$430,392.00
Spreckels Union School District	$61,194.00
Washington Union School District	$18,663.00
Grand Total	**$3,788,612.00**

B. **Home Alternative to Residential Treatment (HART)**
MCBH shall submit to SELPA a monthly invoice for the total cost of HART subcontracted services rendered during the term of the MOU. Each monthly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor's rates and unit of services, which varies by subcontractor. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **$461,101.00.**

C. **Residential Monitoring**
MCBH shall submit to SELPA a monthly invoice for the total cost of Residential Monitoring rendered during the term of the MOU. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each monthly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services and will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide Mental Health Services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year's number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **$32,300.00.**

D. **Residential Searching and Securing**
MCBH shall submit to SELPA a monthly invoice for the cost of Residential Searching and Securing rendered during the term of the MOU. The rate of service per client served is **$1,374.54**. Each invoice shall be based on number of clients served multiplied by the rate of service and will be submitted within their (30) days following the month of service.

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SELPA shall pay to MCBH the total costs to provide Residential Searching and Securing services. The Total Annual Amount is estimated based on 15 clients per FY. The Total Annual Amount is subject to change if the demand for services increases. Residential Searching and Securing shall be paid in arrears, not to exceed the total maximum amount of **$20,618.00.**

III. MAXIMUM ANNUAL LIABILITY

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **$4,302,631.00** for services rendered under this Agreement.

Services	**Estimated Amount**
Mental Health Services	**$3,788,612.00**
HART	**$461,101.00**
Residential Monitoring	**$32,300.00**
Residential Searching and Securing	**$20,618.00**
Total	**$4,302,631.00**

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.

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EXHIBIT C:
MCBH INSURANCE

MCBH certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then MCBH shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. MCBH shall maintain insurance or self-insurance of five million dollars ($5,000,000) per occurrence and coverage of five million dollars ($5,000,000) in the aggregate.

3. Worker's Compensation Insurance in a form and amount covering MCBH's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the SELPA and each of its member LEAs as a Supplemental Member with respect to this MOU for therapeutic services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of MCBH, its officers, directors, agents, and/or employees. MCBH, upon execution of this MOU, shall furnish the SELPA and each of its member LEAs with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the SELPA and each of its member LEAs of any modification, change or cancellation of any of the above insurance coverages.

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EXHIBIT D:
SELPA and MEMBER LEAs INSURANCE

The SELPA and each of its member LEAs certify that they maintain a program of insurance and self-insurance that covers each of their activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars ($1,000,000) per claim and a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the SELPA and each of its member LEAs shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Commercial General Liability Insurance or Self-Insurance. The SELPA and each of its member LEAs shall maintain insurance or self-insurance of five million dollars ($5,000,000) and coverage of five million dollars ($5,000,000) in the aggregate.

3. Worker's Compensation Insurance in a form and amount covering the SELPA's and each of its member LEA's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Section 2 above shall be endorsed to include the County of Monterey as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the SELPA and each of its member LEAs, their officers, directors, agents, and/or employees. The SELPA and each of its member LEAs, upon execution of this MOU, shall furnish MCBH with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCBH of any modification, change, or cancellation of any of the above insurance coverages.